

INTERNET
FORM NLRB-501
(2-08)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER**DO NOT WRITE IN THIS SPACE**

Case

Date Filed

27-CA-268790

11/9/2020

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Xerox Corporation		b. Tel. No. (800) 428-2203
		c. Cell No.
		f. Fax No.
d. Address (Street, city, state, and ZIP code) 800 Phillips Rd NY Webster 14580-_____	e. Employer Representative	
	g. e-Mail	
	h. Number of workers employed 1	
i. Type of Establishment (factory, mine, wholesaler, etc.) Technology	j. Identify principal product or service	
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) g of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.		

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

--See additional page--

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

(b) (6), (b) (7)(C)

Title:

4a. Address (Street and number, city, state, and ZIP code)

(b) (6), (b) (7)(C)

4b. Tel. No.

(b) (6), (b) (7)(C)

4c. Cell No.

(b) (6), (b) (7)(C)

4d. Fax No.**4e. e-Mail**

(b) (6), (b) (7)(C)

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)**6. DECLARATION**

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By

(signature of representative or person making charge)

Title:

(b) (6), (b) (7)(C)

(Print/type name and title or office, if any)

Tel. No.

(b) (6), (b) (7)(C)

Office, if any, Cell No.

(b) (6), (b) (7)(C)

Fax No.**e-Mail**

(b) (6), (b) (7)(C)

Address

(b) (6), (b) (7)(C)

11/9/2020 19:25:28

(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

Basis of the Charge

8(a)(1)

Within the previous six months, the Employer discharged an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, discussing wages and/or other terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

Name of employee discharged	Approximate date of discharge
(b) (6), (b) (7)(C)	(b) (6), (b) (7) /2020

8(a)(1)

Within the previous six months, the Employer disciplined or retaliated against an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, discussing wages, hours, or other terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

Name of employee disciplined/retaliated against	Type of discipline/retaliation	Approximate date of discipline/retaliation
(b) (6), (b) (7)(C)	Determined Job was to be redundant.	(b) (6), (b) (7) /2020

Additional Information in Support of Charge

Charging Party Name : (b) (6), (b) (7)(C)

Inquiry Number : (b) (6), (b) (7)(C)

Date Submitted : 11/9/2020 19:25:28

Please provide a brief description of the specific conduct involved in your charge. The information you provide may be viewed by the charged party in the event of a formal proceeding, so PLEASE DO NOT GIVE A DETAILED ACCOUNT OF YOUR CHARGE OR A LIST OF POTENTIAL WITNESSES AT THIS TIME. A Board Agent will contact you to obtain this and other detailed information after your charge is docketed. After you submit this E-Filed Charge form, you will receive a confirmation email with an Inquiry Number (Sample Inquiry Number: 1-1234567890) and a link to the E-Filing web page. You may use the link and the Inquiry number provided in the email to e-file any additional documents you wish to present in support of your charge.

Additional Information Provided:

The Xerox Corporation tried to back date a commission plan for our organization. I took the lead in negotiating and being vocal in that this practice was illegal and unethical on behalf of the organization. I filed (2) formal ethic complaints stating I feared for retaliation however this practice of backdating the commission plans after the quarterly metrics were set and achieved was illegal. Due to my vocalization and speaking to other employees regarding this practice two weeks later, my name was put on a list for the next involuntary reduction in force making my job redundant. This action was directly correlated to my involvement and vocalization regarding this unfair work practice.

REGION 27 - DOCKET SHEET (Charge against EMPLOYER)

Inquiry ID **(b) (6), (b) (7)(C)**

Docket Person AY

Case Name Xerox Corporation

Method of Receipt:	Visit		Fax		Mail		E-file	X
IO Assisted	No		IO Inquiry # on Charge					

Assigned to	Supervisor	Matthew Lomax	Agent	Stephanie Scaffidi
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Dispute Location	City	Star	State	ID
Date Filed	11-09-2020		Fax Charge to Employer	NO

Allegations: (See back)

Bargaining Status (Check one)

Existing Contract		None	x
Expired Contract		Organizational Campaign	
Seeking Initial Contract		Seeking Successor Contract	

No. of 8(a)(3) Discharges		Search For Work Packet	
Postal Information Memo and Amended Charge			

IA Category	III	10(j)		Discharge During Organizing Campaign	
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Hot Topics	
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Related Cases (Relate on case level and Investigation Action unless otherwise noted)	
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Blocked R Case Number (Relate at case level and Investigation Action unless otherwise noted)	
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Comments	
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Section	Allegation	Applicable?
8(a)(1)	Coercive Actions (Surveillance, etc)	
	Coercive Rules	
	Coercive Statements (Threats, Promises of Benefits, etc.)	
	Concerted Activities (Retaliation, Discharge, Discipline)	X
	Denial of Access	
	Discharge of supervisor (Parker-Robb Chevrolet)	
	Interrogation (including Polling)	
	Lawsuits	
	Weingarten	
8(a)(2)	Assistance	
	Domination	
	Unlawful Recognition	
8(a)(3)	Changes in Terms and Conditions of Employment	
	Discharge (Including Layoff and Refusal to Hire (not salting))	
	Discipline	
	Lockout	
	Refusal to Consider/Hire Applicant (salting only)	
	Refusal to Hire Majority	
	Refusal to Reinstate E'ee/Striker (e.g. Laidlaw)	
	Retaliatory Lawsuit	
	Shutdown or Relocate/ Subcontract Unit Work	
	Union Security Related Actions	
8(a)(4)	Changes in Terms and Conditions of Employment	
	Discharge (including Layoff and Refusal to Hire)	
	Discipline	
	Refusal to Reinstate Employee/Striker	
	Shutdown or Relocate/ Subcontract Unit Work	
8(a)(5)	Alter Ego	
	Failure to Sign Agreement	
	Refusal to Bargain/Bad Faith Bargaining (incl'g surface bargaining/direct dealing)	
	Refusal to Furnish Information	
	Refusal to Recognize	
	Repudiation/Modification of Contract[Sec 8(d)/Unilateral Changes	
	Shutdown or Relocate (e.g. First National Maint.).Subcontract Work	
8(e)	All Allegations against an Employer	



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 27
Byron Rogers Federal Office Building
1961 Stout Street, Suite 13-103
Denver, CO 80294

Agency Website: www.nlr.gov
Telephone: (303)844-3551
Fax: (303)844-6249



Download
NLRB
Mobile App

November 10, 2020

Xerox Corporation
800 Phillips Rd.
Webster, NY 14580

Re: Xerox Corporation
Case 27-CA-268790

Dear Sir or Madam:

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Examiner STEPHANIE SCAFFIDI whose telephone number is (720)598-7388. If this Board agent is not available, you may contact Supervisory Field Examiner MATTHEW S. LOMAX whose telephone number is (720)598-7405.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlr.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent and providing all relevant documentary evidence requested by the Board agent.

Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

We will not honor requests to limit our use of position statements or evidence. Specifically, any material you submit may be introduced as evidence at a hearing before an administrative law judge regardless of claims of confidentiality. However, certain evidence produced at a hearing may be protected from public disclosure by demonstrated claims of confidentiality.

Further, the Freedom of Information Act may require that we disclose position statements or evidence in closed cases upon request, unless an exemption applies, such as those protecting confidential financial information or personal privacy interests.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

Prohibition on Recording Affidavit Interviews: It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

Correspondence: All documents submitted to the Region regarding your case MUST be filed through the Agency's website, www.nlr.gov. This includes all formal pleadings, briefs, as well as affidavits, documentary evidence, and position statements. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format).

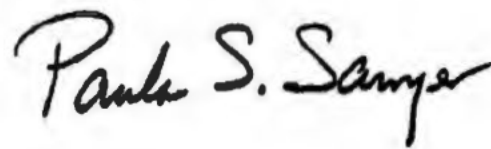
If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge. If you cannot e-file your documents, you must provide a statement explaining why you do not have access to the means for filing electronically or why filing electronically would impose an undue burden.

In addition, this Region will be issuing case-related correspondence and documents, including complaints, compliance specifications, dismissal letters, deferral letters, and withdrawal letters, electronically to the email address you provide. Please ensure that you receive important case-related correspondence, please ensure that the Board Agent assigned to your case has your preferred email address. These steps will ensure that you receive correspondence faster and at a significantly lower cost to the taxpayer. If there is some reason you are unable to receive correspondence via email, please contact the agent assigned to your case to discuss the circumstances that prevent you from using email.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlrb.gov or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink that reads "Paula S. Sawyer". The signature is written in a cursive, flowing style.

PAULA S. SAWYER
Regional Director

Enclosures:

1. Copy of Charge
2. Commerce Questionnaire

QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME

CASE NUMBER

27-CA-268790

1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)**2. TYPE OF ENTITY**☐ CORPORATION ☐ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER (Specify)**3. IF A CORPORATION or LLC**A. STATE OF INCORPORATION
OR FORMATION

B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES

4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS**5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR****6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed).****7. A. PRINCIPAL LOCATION:****B. BRANCH LOCATIONS:****8. NUMBER OF PEOPLE PRESENTLY EMPLOYED**

A. Total:

B. At the address involved in this matter:

9. DURING THE MOST RECENT (Check appropriate box): ☐ CALENDAR YR ☐ 12 MONTHS or ☐ FISCAL YR (FY dates)

YES NO

A. Did you **provide services** valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value.
\$B. If you answered no to 9A, did you **provide services** valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided.
\$C. If you answered no to 9A and 9B, did you **provide services** valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$D. Did you **sell goods** valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$E. If you answered no to 9D, did you **sell goods** valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount.
\$F. Did you **purchase and receive goods** valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$G. Did you **purchase and receive goods** valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$H. **Gross Revenues** from all sales or performance of services (Check the largest amount)
☐ \$100,000 ☐ \$250,000 ☐ \$500,000 ☐ \$1,000,000 or more If less than \$100,000, indicate amount.I. Did you **begin operations within the last 12 months**? If yes, specify date: _____**10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?**☐ YES ☐ NO (If yes, name and address of association or group).**11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS**

NAME

TITLE

E-MAIL ADDRESS

TEL. NUMBER

12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE (Type or Print)

SIGNATURE

E-MAIL ADDRESS

DATE

PRIVACY ACT STATEMENT

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UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

XEROX CORPORATION

Charged Party

and

(b) (6), (b) (7)(C)

Charging Party

Case 27-CA-268790

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on November 10, 2020, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Xerox Corporation
800 Phillips Rd.
Webster, NY 14580

November 10, 2020

Date

Ariel York
Designated Agent of NLRB

Name

/s/ Ariel York

Signature



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 27
Byron Rogers Federal Office Building
1961 Stout Street, Suite 13-103
Denver, CO 80294

Agency Website: www.nlrb.gov
Telephone: (303)844-3551
Fax: (303)844-6249



Download
NLRB
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November 10, 2020

(b) (6), (b) (7)(C)

Re: Xerox Corporation
Case 27-CA-268790

Dear (b) (6), (b) (7)(C)

The charge that you filed in this case on November 09, 2020 has been docketed as case number 27-CA-268790. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

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Presentation of Your Evidence: As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board

agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

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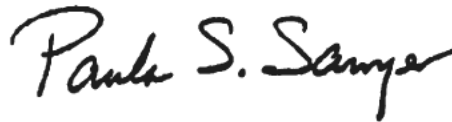
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We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink that reads "Paula S. Sawyer". The signature is written in a cursive, flowing style.

PAULA S. SAWYER
Regional Director

cc: Jeffrey J. Hepworth, Esq.
Hepworth Law Offices
2229 W State St
Boise, ID 83702

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

(b) (6), (b) (7)(C) complainant

and

Xerox Corporation, respondent.

CASE 27-CA-268790

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF _____

(b) (6), (b) (7)(C) complainant.

IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

☒ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

NAME: Jeffrey J. Hepworth and J Grady Hepworth (HEPWORTH LAW OFFICES)

MAILING ADDRESS: P.O Box 2815 Boise, ID 83701-2815

E-MAIL ADDRESS: courtservice@idalawyer.com

OFFICE TELEPHONE NUMBER: 208-333-0702

CELL PHONE NUMBER: _____ FAX: 208-246-8655

SIGNATURE: *J Grady Hepworth*

DATE: 11/13/20
(Please sign in ink.)

¹ IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

From: Grady Hepworth <ghepworth@idalawyer.com>
Sent: Monday, November 16, 2020 6:19 PM
To: Scaffidi, Stephanie
Cc: Jeff Hepworth
Subject: RE: Xerox Corporation, 27-CA-268790

Stephanie,

Thank you for the follow up. We are working with (b) (6), (b) (7)(C) to prepare a more complete analysis. However, in initial discussions I believe (b) (6), (b) (7)(C) will be determined to be an "employee," because (b) (6), (b) (7)(C) was not endowed with the requisite discretion and judgement authority for business decisions (including hiring and firing, discipline, etc.). Rather, all high-level business decisions were made by (b) (6), (b) (7)(C)

J. Grady Hepworth—Hepworth Law Offices

ISB No. 10364 | Physical: 2229 West State Street, Boise, ID 83702 | Mailing: PO Box 2815 Boise, ID 83701-2815
| Telephone: (208) 333-0702 | Fax: (208) 246-8655 | Email: ghepworth@idalawyer.com

Please Note: This message (including attachments) contains confidential and privileged information. It is intended only for the use of the individual or entity to whom it is addressed in the body of the message. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this message by mistake, please return it to the above-mentioned e-mail address, and delete it from your computer. Thank you for your cooperation.

From: Scaffidi, Stephanie <Stephanie.Scaffidi@nrlb.gov>
Sent: Monday, November 16, 2020 4:13 PM
To: Court Service <courtservice@idalawyer.com>
Subject: Xerox Corporation, 27-CA-268790

Mr. Grady Hepworth,

Thank you for speaking with me today. To confirm, the NLRA does not cover supervisors, which are defined as follows:

The term "supervisor" means any individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

Additionally, Board policy excludes managerial employees:

“Managerial employees” are defined as employees who formulate and effectuate high-level employer policies or “who have discretion in the performance of their jobs independent of their employer’s established policy.” *Republican Co.*, 361 NLRB No. 15, slip op. at 3 (2014) (quoting *General Dynamics Corp.*, 213 NLRB 851, 857 (1974)); see also *Wolf Creek Nuclear Operating Corp.*, 364 NLRB No. 111, slip op. at 3 (2016); *Tops Club, Inc.*, 238 NLRB 928, 928 fn. 2 (1978) (quoting *Bell Aerospace*, 219 NLRB 384, 385 (1975), on remand from the Supreme Court’s decision 416 U.S. 267 (1974)). The decisions must be made on behalf of the employer. *Allstate Insurance Co.*, 332 NLRB 759, 762 (2000); see also section 17-512.

The Board’s Outline of Law and Procedure in Representation Cases, which is available on our website at www.nlrb.gov, is instructive. Title alone is not dispositive of whether someone is a statutory supervisor or manager but whether their duties and authority render them as such.

After you speak to the Charging Party about (b) (6), (b) (7)(C) duties and authority, if you determine (b) (6), (b) (7)(C) status is not clear then our first step will be for me to take an affidavit from (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C) duties and authority as well as on the charge allegations. However, if it is clear to you that (b) (6), (b) (7)(C) was either a statutory supervisor or managerial employee, you can simply withdraw the charge.

In the event an affidavit is necessary, I would like to schedule it for later this week, if at all possible, as I will be out next week.

Stephanie Stroup Scaffidi

Field Examiner

National Labor Relations Board, Region 27

Byron Rogers Federal Building

1961 Stout Street, Suite 13-103

Denver, CO 80294

Direct: 720-598-7388

Main: 303-844-3551

Fax: 303-844-6249

From: Scaffidi, Stephanie
Sent: Friday, November 20, 2020 3:27 PM
To: Grady Hepworth
Cc: Jeff Hepworth
Subject: RE: Xerox Corporation, 27-CA-268790

Mr. Hepworth,

I will be out next week and wanted to see if you have a date and time for (b) (6), (b) (7)(C), (b) (7)(D) affidavit. Let me know so that I can set aside the time.

Stephanie

From: Grady Hepworth <ghepworth@idalawyer.com>
Sent: Tuesday, November 17, 2020 3:01 PM
To: Scaffidi, Stephanie <Stephanie.Scaffidi@nrlb.gov>
Cc: Jeff Hepworth <jhepworth@idalawyer.com>
Subject: RE: Xerox Corporation, 27-CA-268790

I will check (b) (6), (b) (7)(C), (b) (7)(D) availability for the 30th.

J. Grady Hepworth—Hepworth Law Offices

ISB No. 10364 | Physical: 2229 West State Street, Boise, ID 83702 | Mailing: PO Box 2815 Boise, ID 83701-2815
| Telephone: (208) 333-0702 | Fax: (208) 246-8655 | Email: ghepworth@idalawyer.com

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From: Scaffidi, Stephanie <Stephanie.Scaffidi@nrlb.gov>
Sent: Tuesday, November 17, 2020 2:58 PM
To: Grady Hepworth <ghepworth@idalawyer.com>
Cc: Jeff Hepworth <jhepworth@idalawyer.com>
Subject: RE: Xerox Corporation, 27-CA-268790

I am available the week of (b) (6), (b) (7)(C) /20. I would like to schedule the affidavit for (b) (6), (b) (7)(C) or sometime early that week. Please let me know when both of you would be available.

A position statement, more so than an affidavit, that lays out the facts and circumstances that led to (b) (6), (b) (7)(C) adverse employment action would be helpful particularly if it is submitted prior to the affidavit, as it would help to focus the affidavit.

Stephanie

From: Grady Hepworth <ghepworth@idalawyer.com>
Sent: Tuesday, November 17, 2020 11:38 AM
To: Scaffidi, Stephanie <Stephanie.Scaffidi@nrlb.gov>
Cc: Jeff Hepworth <jhepworth@idalawyer.com>
Subject: RE: Xerox Corporation, 27-CA-268790

Stephanie,

How would you like to proceed with getting an affidavit. Unfortunately both myself and (b) (6), (b) (7)(C), (b) (7) are unavailable this week to be interviewed. We will also be bumping up against the Thanksgiving holiday next week.

I am happy to prepare a written affidavit of the material issues before the NLRB. Otherwise what is your availability early next week or the week after?

J. Grady Hepworth—Hepworth Law Offices

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| Telephone: (208) 333-0702 | Fax: (208) 246-8655 | Email: ghepworth@idalawyer.com

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From: Scaffidi, Stephanie <Stephanie.Scaffidi@nrlb.gov>
Sent: Monday, November 16, 2020 4:13 PM
To: Court Service <courtservice@idalawyer.com>
Subject: Xerox Corporation, 27-CA-268790

Mr. Grady Hepworth,

Thank you for speaking with me today. To confirm, the NLRA does not cover supervisors, which are defined as follows:

The term “supervisor” means any individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

Additionally, Board policy excludes managerial employees:

“Managerial employees” are defined as employees who formulate and effectuate high-level employer policies or “who have discretion in the performance of their jobs independent of their employer’s established policy.” *Republican Co.*, 361 NLRB No. 15, slip op. at 3 (2014) (quoting *General Dynamics Corp.*, 213 NLRB 851, 857 (1974)); see also *Wolf Creek Nuclear Operating Corp.*, 364 NLRB No. 111, slip op. at 3 (2016); *Tops Club, Inc.*, 238 NLRB 928, 928 fn. 2 (1978) (quoting *Bell Aerospace*, 219 NLRB 384, 385 (1975), on remand from the Supreme Court’s decision 416 U.S. 267 (1974)). The decisions must be made on behalf of the employer. *Allstate Insurance Co.*, 332 NLRB 759, 762 (2000); see also section 17-512.

The Board’s Outline of Law and Procedure in Representation Cases, which is available on our website at www.nlr.gov, is instructive. Title alone is not dispositive of whether someone is a statutory supervisor or manager but whether their duties and authority render them as such.

After you speak to the Charging Party about (b) (6), (b) (7)(C) duties and authority, if you determine (b) (6), (b) (7)(C) status is not clear then our first step will be for me to take an affidavit from (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C) duties and authority as well as on the charge allegations. However, if it is clear to you that (b) (6), (b) (7)(C) was either a statutory supervisor or managerial employee, you can simply withdraw the charge.

In the event an affidavit is necessary, I would like to schedule it for later this week, if at all possible, as I will be out next week.

Stephanie Stroup Scaffidi

Field Examiner

National Labor Relations Board, Region 27

Byron Rogers Federal Building

1961 Stout Street, Suite 13-103

Denver, CO 80294

Direct: 720-598-7388

Main: 303-844-3551

Fax: 303-844-6249

From: Scaffidi, Stephanie
Sent: Friday, November 20, 2020 3:50 PM
To: Grady Hepworth
Subject: RE: Xerox Corporation, 27-CA-268790

That will work for me.

From: Grady Hepworth <ghepworth@idalawyer.com>
Sent: Friday, November 20, 2020 1:45 PM
To: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>
Cc: (b) (6), (b) (7)(C), (b) (7)(D) Jeff Hepworth <jhepworth@idalawyer.com>
Subject: RE: Xerox Corporation, 27-CA-268790

We are on Mountain Standard Time. How does 1:30 PM (MST) work?

J. Grady Hepworth—Hepworth Law Offices

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| Telephone: (208) 333-0702 | Fax: (208) 246-8655 | Email: ghepworth@idalawyer.com

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From: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>
Sent: Friday, November 20, 2020 1:30 PM
To: Grady Hepworth <ghepworth@idalawyer.com>
Subject: RE: Xerox Corporation, 27-CA-268790

I'm available on (b) (6), (b) (7)(C). The affidavit will take around two hours. What time are you available?

From: Grady Hepworth <ghepworth@idalawyer.com>
Sent: Friday, November 20, 2020 1:29 PM
To: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>
Cc: Jeff Hepworth <jhepworth@idalawyer.com>; (b) (6), (b) (7)(C), (b) (7)(D)
Subject: RE: Xerox Corporation, 27-CA-268790

I believe (b) (6), (b) (7)(C), (b) (7)(D) will be available (b) (6), (b) (7)(C), (b) (7)(D), 2020.

Does that date still work for you?

J. Grady Hepworth—Hepworth Law Offices

ISB No. 10364 | Physical: 2229 West State Street, Boise, ID 83702 | Mailing: PO Box 2815 Boise, ID 83701-2815
| Telephone: (208) 333-0702 | Fax: (208) 246-8655 | Email: ghepworth@idalawyer.com

From: Grady Hepworth <ghepworth@idalawyer.com>
Sent: Tuesday, November 24, 2020 5:42 PM
To: Scaffidi, Stephanie
Subject: RE: Xerox Corporation, 27-CA-268790
Attachments: (b) (6), (b) (7) v. Xerox Complainant Position Statement.pdf;
DistributionTransitionMeetingMinutes (004).docx

Stephanie,

Please see attached the position statement you requested. I also attached a copy of Meeting Minutes from September 2, 2020. I would like to submit the 2019 Compensation Plan, but it is too large to upload to this email.

Please let me know if I can send any additional information before the interview on (b) (6), (b) (7)(C), (b) (7)(D).

J. Grady Hepworth—Hepworth Law Offices

ISB No. 10364 | Physical: 2229 West State Street, Boise, ID 83702 | Mailing: PO Box 2815 Boise, ID 83701-2815
| Telephone: (208) 333-0702 | Fax: (208) 246-8655 | Email: ghepworth@idalawyer.com

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From: Scaffidi, Stephanie <Stephanie.Scaffidi@nrlb.gov>
Sent: Friday, November 20, 2020 1:30 PM
To: Grady Hepworth <ghepworth@idalawyer.com>
Subject: RE: Xerox Corporation, 27-CA-268790

I'm available on (b) (6), (b) (7)(C). The affidavit will take around two hours. What time are you available?

From: Grady Hepworth <ghepworth@idalawyer.com>
Sent: Friday, November 20, 2020 1:29 PM
To: Scaffidi, Stephanie <Stephanie.Scaffidi@nrlb.gov>
Cc: Jeff Hepworth <jhepworth@idalawyer.com>; (b) (6), (b) (7)(C), (b) (7)(D)
Subject: RE: Xerox Corporation, 27-CA-268790

I believe (b) (6), (b) (7)(C), (b) (7)(D) will be available (b) (6), (b) (7)(C), (b) (7)(D) 2020.

Does that date still work for you?

J. Grady Hepworth—Hepworth Law Offices

ISB No. 10364 | Physical: 2229 West State Street, Boise, ID 83702 | Mailing: PO Box 2815 Boise, ID 83701-2815
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J. Grady Hepworth

Physical: 2229 West State Street, Boise, ID 83702 | Mailing: PO Box 2815 Boise, ID 83701-2815 |
Telephone: (208)333-0702 | Fax: (208) 246-8655 | Email: ghepworth@idalawyer.com

November 24, 2020

National Labor Relations Board, Region 27
ATTN: Stephanie Stroup Scaffidi, Field Examiner
1961 Stout Street, Suite 13-103
Denver, CO 80294
Stephanie.Scaffidi@nrlrb.gov

RE: **(b) (6), (b) (7)(C) v. Xerox Corporation, Case No. 27-CA-268790**
Charging Party Preliminary Position Statement

Dear National Labor Relations Board,

Please accept the following preliminary position statement on behalf of Charging Party **(b) (6), (b) (7)(C)**. This information is being provided voluntarily at the request of the field examiner assigned to this proceeding.

A. Background of Charging Party

(b) (6), (b) (7)(C) served as a proud employee of Xerox Corporation since **(b) (6), (b) (7)(C)** **(b) (6), (b) (7)(C)** began with the company **(b) (6), (b) (7)(C)** **(b) (6), (b) (7)(C)** dedicated **(b) (6), (b) (7)(C)** career to Xerox Corporation, and was last employed as a member of the Xerox Distribution Operations team from **(b) (6), (b) (7)(C)** until the date of **(b) (6), (b) (7)(C)** wrongful discharge on **(b) (6), (b) (7)(C)** 2020. The Distribution Operations team was responsible for operational solutions regarding delivery and fulfillment of hardware, supplies and sales service revenue.

As employees primarily engaged in outside sales, compensation for members of the Distribution Operations was largely contingent upon performance-related commissions and bonuses. The Xerox Distribution Operations team was subject to Xerox's Global Incentive Sales Compensation Plan ("the Plan"). The Plan, which was revised annually, created a quarterly

compensation plan based on various performance-related data points and metrics. Throughout (b) (6), (b) (7)(C) career with Xerox Corporation, the company issued an annual “Sales Compensation Manual” that would govern compensation metrics for each calendar year (January through December). A copy of the 2019 US Sales Compensation Manual is attached hereto as **Exhibit A**. The Compensation manual was determined and executed by senior Xerox management.

B. (b) (6), (b) (7)(C) Participation in Concerted and Protected Activities

In early 2020, the members of the Distribution Operations team grew concerned as Xerox Corporation refused to issue an updated Compensation Manual, although some concern was temporarily mitigated by the understanding that the 2019 Compensation Manual would continue to govern compensation until a new manual was adopted. Despite challenges associated with the COVID-19 pandemic, the Distribution Operations team as a whole continued to meet or exceed quarterly sales goals.

However, concern began to grow in approximately May 2020, when Xerox Corporation announced preliminary 2020 Compensation sales figures that differed significantly from previous years. Many of the proposed “Pay for Performance” methodologies differed greatly from prior years, some team members even construing proposed compensation figures as being “punitive” in nature. In light of the dramatic changes in policy that would materially and substantively alter the terms, conditions of employment, the Distribution Operations team commenced informal associations and engaged in concerted communications in order to negotiate, fix, and arrange for changes in the terms and conditions of their ongoing employment. The employees of the Distribution Operations team thereby exercised their rights to self-

organization for purposes of collective bargaining and mutual aid pursuant to Section 7 of the National Labor Relations Act, 29 U.S.C. § 157.

As one of the (b) (6), (b) (7)(C) members of the Distribution Operations team, (b) (6), (b) (7)(C) was designated to serve as a representative regarding ongoing negotiations about the terms and conditions of compensation and employment. Pursuant to the trust and authority endowed upon (b) (6), (b) (7)(C) by the Distribution Operations team, (b) (6), (b) (7)(C) engaged in ongoing communications and concerted activities regarding the 2020 compensation issue. (b) (6), (b) (7)(C) participated in various email communications with Xerox Corporation Human Resources and Senior Management. (b) (6), (b) (7)(C) also participated on behalf of the Distribution Operations team in a formal meeting on the issue on Wednesday September 2, 2020. Meeting Minutes from the September 2nd meeting are attached hereto as **Exhibit B**.

Despite ongoing communications and concerns about proposals from Xerox Corporation employees, the Company nevertheless introduced a proposed 2020 Compensation Plan, which it intended to enforce retroactively in late September 2020 to all prior fiscal quarters for the calendar year. Meanwhile, (b) (6), (b) (7)(C) also discovered abnormalities in the commissions and compensation paid in years prior, including Q4 2019. Upon reasonable belief that the company's practices were breaches of the Distribution Operations team's employment contracts and unfair labor practices, (b) (6), (b) (7)(C) filed ethics complaints on behalf of the Distribution Operations team via the company's ethics hotline and online platform on approximately on approximately (b) (6), (b) (7)(C) (Complaint No. (b) (6), (b) (7)(C)) and again on (b) (6), (b) (7)(C) 2020 (Complaint No. (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) ethics complaints were never addressed by the company.

On the contrary, (b) (6), (b) (7)(C) was informed that (b) (6), (b) (7)(C) employment was being summarily terminated without recourse, effective (b) (6), (b) (7)(C) 2020. Although the termination was presented as an “involuntary reduction in force,” (b) (6), (b) (7)(C) was the only member of the Distribution Operations team that was terminated. Other parallel positions, including in Canada and Europe, were not reduced in any form. Rather, the decision to terminate (b) (6), (b) (7)(C) alone was clear retaliation directly and proximately motivated by (b) (6), (b) (7)(C) participation in protected and concerted activities on behalf of (b) (6), (b) (7)(C) team.

C. Application of the National Labor Relations Act

1. Wrongful Retaliation in Violation of Section 8(a)

Pursuant to Section 8 of the National Labor Relations Act, “It shall be an unfair labor practice for an employer to interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in section 157 of this title.” 29 U.S.C. § 158(a)(1). An Employer violates Section 8(a) “by, among other things, discharging or disciplining an employee for his or others’ protected activity, such as supporting efforts to unionize.” *United Nurses Associations of California v. Nat’l Labor Relations Bd.*, 871 F.3d 767, 778 (9th Cir. 2017). Further, under Section 8(a)(5), “An employer's unilateral change in the terms and conditions of employment after an agreement expires constitutes an unfair labor practice under section 8 of the NLRA.” *See Overby v. Chevron USA, Inc.*, 884 F.2d 470, 474 (9th Cir. 1989).

(b) (6), (b) (7)(C) properly engaged in concerted activities by communicating and negotiating on behalf of the Distribution Operations team regarding the terms and conditions of employment at Xerox Corporation. (b) (6), (b) (7)(C) further reported in good faith unfair labor practices arising from Xerox Corporation’s unilateral change in the terms and conditions of the

compensation plan without the advice and consent of the affected employees. The close temporal proximity to (b) (6), (b) (7)(C) complaints and the decision to summarily terminate, as well as (b) (6), (b) (7)(C) outstanding performance, demonstrate a clear violation of law.

2. Application of “Supervisor” Exemption Irrelevant in Present Case

Definitionally, the National Labor Relations Act excludes “any individual employed as a supervisor” from the term “employee.” *See* 29 U.S.C. § 152(3). “Supervisor” is expressly defined under the NLRA:

The term “supervisor” means any individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

29 U.S.C § 152(11). Similarly, National Labor Relations Board policy also excludes “managerial employees.” *See generally NLRB v. Bell Aerospace Co.*, 416 U.S. 267, 288, 94 S.Ct. 1757 (1974). “Managerial employees are those who ‘formulate and effectuate management policies by expressing and making operative the decisions of their employer.’ ” *N.L.R.B. v. Health Care & Ret. Corp. of Am.*, 511 U.S. 571, 576, 114 S. Ct. 1778, 1782 (1994). “The burden of proving the applicability of the supervisory exception, under . . . should thus fall on the party asserting it.” *N.L.R.B. v. Kentucky River Cmty. Care, Inc.*, 532 U.S. 706, 711, 121 S. Ct. 1861, 1866 (2001). Notably, “An employee's formal job title or classification is irrelevant. An individual will only be deemed a supervisor if he actually performs supervisory duties as defined in 29 U.S.C. § 152(11).” *N.L.R.B. v. Yuba Nat. Res., Inc.*, 824 F.2d 706, 709 (9th Cir. 1987).

Whereas the burden properly rests with Xerox Corporation to establish the supervisory exemption, (b) (6), (b) (7)(C) resists the impractical request for (b) (6), (b) (7)(C) to prove the absence of evidence

before it has been asserted. *See Kentucky River Cmty. Care, Inc.*, 532 U.S. at 711, 121 S. Ct. 1861, 1866 (“[I]t is easier to prove an employee's authority to exercise 1 of the 12 listed supervisory functions than to disprove an employee's authority to exercise any of those function.”) While (b) (6), (b) (7)(C) status as a (b) (6), (b) (7)(C) member of the team afforded (b) (6), (b) (7)(C) casual and/or clerical input in the company's evaluation of performance and the hiring process, the actual authority and exercise of *independent* judgment to make decisions rested in (b) (6), (b) (7)(C) own managers and supervisors above (b) (6), (b) (7)(C) specifically with (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)

However, even if (b) (6), (b) (7)(C) were determined to be a “supervisor” for purposes of the NLRA, Xerox Corporation's retaliation against (b) (6), (b) (7)(C) concerted activities is nevertheless an unfair labor practice for which (b) (6), (b) (7)(C) is entitled to legal remedies. Legal authorities recognize that termination of a “supervisor” is an unfair labor practice when such conduct interferes with the Section 7 rights of the subordinate employees, such as when a supervisor opposes an employer's efforts to engage in unfair labor practices. *See Kenrich Petrochemicals, Inc. v. N.L.R.B.*, 907 F.2d 400, 404 (3d Cir. 1990); *see also Advertiser's Manufacturing Co.*, 280 NLRB 1185 (1986); *Consolidated Foods Corp.*, 165 NLRB 953 (1967); *Golub Brothers Concessions*, 140 NLRB 120 (1962). In this case, the decision to terminate (b) (6), (b) (7)(C) came *immediately* after (b) (6), (b) (7)(C) complained about Xerox Corporation's unfair labor practice of retroactively enforcing a Compensation Plan without the advice and consent of the Xerox employees. By firing (b) (6), (b) (7)(C) who was the source of primary knowledge about Xerox Company's unfair labor practices, Xerox Corporation intentionally interfered with the employees' Section 7 rights and their ability to report and seek

remedies arising from the unfair labor practice. (b) (6), (b) (7)(C) therefore remains eligible for remedies of back pay and reinstatement.

Sincerely,

/s/ *J. Grady Hepworth*

J. Grady Hepworth

LTR/EMAIL

Meeting: Distribution Transition

Date: Wednesday 9/2/2020

Time: 2:00PM – 2:30 PM EST / Extended until 3:17 PM EST

Organizer: (b) (6), (b) (7)(C)

Attendees: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Meeting Minutes Published by: (b) (6), (b) (7)(C)

Meeting Minutes:

1.) Meeting Objectives were reviewed and outlined based on the session scheduled by HR and Total Compensation.

- I. This initial session was set-up to have a productive discussion with (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) who were involved in developing and implementing the newly proposed compensation plans, on the new proposed plan.
- II. The Global Distribution Operations Management Team wanted to provide initial feedback on concerns with the newly proposed commission plan based on the general understanding of the new plan shared on 9/2.

2.) Attendee Introductions:

- (b) (6), (b) (7)(C): Offered to take meeting minutes. (b) (6), (b) (7)(C) shared that (b) (6), (b) (7)(C) is (b) (6), (b) (7)(C) and supporting (b) (6), (b) (7)(C) and has been working with (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C). Per the request of (b) (6), (b) (7)(C) was given direction to move this along and get the newly proposed comp plan in place.
- (b) (6), (b) (7)(C): (b) (6), (b) (7)(C), shared initially that this was part of a routine analysis there was a question posed by the team regarding who initialized the analysis directed to (b) (6), (b) (7)(C) to identify if this analysis was pervasive or if Global Dist Ops was singled out. (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) would not mention any names who organized the analysis.
- (b) (6), (b) (7)(C): part of the (b) (6), (b) (7)(C) responsible for global sales compensation.
- (b) (6), (b) (7)(C): (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) years in assignment. Hired four Channel employees and well versed internally and externally on the compensation structures for these channel roles.
- (b) (6), (b) (7)(C): (b) (6), (b) (7)(C) biased towards US/CAD with a foot in Europe.
- (b) (6), (b) (7)(C): (b) (6), (b) (7)(C)
- (b) (6), (b) (7)(C): (b) (6), (b) (7)(C)
- (b) (6), (b) (7)(C): (b) (6), (b) (7)(C)

3.) The Dist Ops team shared the (3) Primary Issues with the newly proposed compensation plan which is being proposed to be backdated and yet Q1, Q2 and more than 2/3 of Q3 have been realized:

- I. Newly Proposed Commission Plan
- II. Proposed Effectivity Date and lack of a Notification Period
- III. Unpaid Wages

Specific to the Newly Proposed Commission Plan the following was shared and discussed:

- The Disti Ops team shared the willingness to work towards a compensation plan that works for the business requirements and addresses the concerns the team has with this new proposal.
- The team has not seen the new compensation details for these positions. These should align with Xerox's standard and formal process when providing initial job offer compensation letters when taking a new position within Xerox that outlines the newly proposed compensation plan highlighting the new proposed changes.
- It was shared this will be challenging to implement and provide complete feedback without seeing this document that breaks out the specific details of the new plan. Because this is a non-standard MIP plan and includes 25% of global channel sales performance metrics, it is important that this is clearly understood.
- (b) (6), (b) (7)(C) shared some new implementation dates for the team regarding August and April and asked specifically which plan document was being referred to? The response was for HR to define that based on the premise we are still governed by the existing 2019 compensation plan, so any changes should be formally communicated. (b) (6), (b) (7)(C) shared the standard MIP document. The portion not stated is the 25% of the global channel sales performance metrics. (b) (6), (b) (7)(C) stated that was in the "summary document". (b) (6), (b) (7)(C) stated there is no detail in the summary document, as we have not seen the summary document.
- 16 people are being affected by this proposed plan. This plan is significantly different from what the initial job offers outline. Some formal document specific on the new proposed plan and compensation needs to be formally documented in writing.
- (b) (6), (b) (7)(C) said the standard MIP plan document was the plan document and there was an action with the concrete definition of the channel sales metric. (b) (6) shared this should capture the changes being proposed.
- **ACTION:** (b) (6), (b) (7)(C) took the action to formalize a new offer letter based on the new compensation plan including the 25% global channel sales performance metrics, job grade etc. similar to what we were offered when the team each took the positions illustrating any remuneration of compensation.
- Based on initial understandings of the new compensation plan proposal, there is significant total compensation impacts with no job grade change, no job description change with clear demonstration of over achievement of performance objectives. (NOTE: These can be demonstrated with actual performance metrics, email accolades, awards, monetary team recognition from Xerox Executive management and GEMS.)
- Team shared that the appearance of this proposed compensation plan is focused on demonstrative impacts focused on salary reduction versus working towards aligning the current compensation levels with improved business metrics supporting the channel business objectives.
- Total compensation analytics for channel assignments has been demonstrated with experience from hiring (4) persons in these job functions the compensation range for these types of roles. Xerox is already well below average for channel compensation and

similar roles in USCU have a different compensation plan with higher compensation plans in place.

- **ACTION:** An assessment of the new proposed compensation plan, including MIP over the last 5 years and what this compensation plan would have yielded versus current state was requested for every employee impacted.
- **ACTION:** An internal AND external competitive compensation analysis against other channel jobs was requested. Internally USCU and Global Supplies both have very similar positions to use as reference points for this internal assessment. Externally HR should have benchmarking capabilities to gather this information.
- (b) (6), (b) (7)(C) shared some background and baseline information on the alignment of the design concept that fits the nature of the work.
- It was explained and understood that the Global Disti Ops team inherited an issue where we have been paying more commission to offset a lower salary to ensure competitiveness. This issue is fundamentally an HR salary issue and the new compensation proposal exacerbates this issue. It is a known issue in both hemispheres and while the commission portion may seem shocking, the total remuneration is not.
- We also shared that through the hiring processes, candidates we wanted to hire for Disti Ops found our salary offers to be unsatisfactory only for them to be hired into USCU at total compensation levels higher than was within the budgetary guidelines in similar roles in Disti ops.
- (b) (6), (b) (7)(C) shared that as part of the analysis, executive decisions were made adversely affecting the total remuneration. There were no actions taken to mitigate this output.
- Initial approach is to standardize the process however; the output of the proposed plan is non-standardized. D03 and D04's are going to be part of a MIP plan that is not designed for them. We are using a non-standard MIP plan within MIP.
- It was shared that this newly proposed plan has significant financial cash flow impacts that will be seen with this proposal across the team members. This will cause a significant financial hardship for those impacted, particularly as it is being backdated and no notice period given.
- There are now two hurdles in this proposal to overcome to achieve a performance at 100%; MIP and the global channel performance metrics. There will be significant risks with this proposal from an ethical and legal perspective including talent retention. It will be impossible to recruit replacement candidates to run this channel business with this compensation plan.
- **ACTION:** Review the cashflow impact of current state vs new plan for impacted employees to illustrate the financial hardship this compensation plan causes.
- There is a general lack of understanding in operating the channel and the metrics and the team is delivering what the corporation requested and this undermines the hard work and motivation required for these team members.
- (b) (6), (b) (7)(C) shared they are in delivery mode by country. (b) (6), (b) (7)(C) shared the HR team in countries have what is needed and if there any modifications required; they would propose the changes.
- (b) (6), (b) (7)(C) stated that within a Global Team, there would be differences applied by country on the remuneration and implementation of the changes. This is discriminatory within

the global team who performs the same functions and is also discriminatory in that the Disti Ops team is being singled out of the entire channel community in this massive compensation change. There is also a concern that MIP is unlikely to pay out or pay out very little this year and, despite this the scheme is being introduced in this context.

- Since having the meeting, we have been informed that the Sales Out community in H2 will be measured on the 6+6 OL to enable them to drive towards achievement of their sales targets and, yet, the Global Disti Ops Team is being taken off variable pay based on OL and being taken off the scheme for this reason.

Specific to the Notification period and Effectivity date, the following was shared and discussed:

- The effective dates have not been properly shared nor are well communicated or understood other than they are being backdated.
- While there has been some information shared on the newly proposed compensation plan we still do not have any formal notification per the earlier action with (b) (6), (b) (7)(C)
- The newly proposed compensation plan backdating the effective dates does not seem ethical and may have legal issues associated with this practice. Q1, Q2 and more than 2/3 of Q3 have been realized already for this year. All plans and metrics are established for Q4 which includes activities with Sales In activities.

Specific to the Unpaid Wages discussion, we did not have time to review major concerns.

Summarize Closing:

- (b) (6), (b) (7)(C) shared there was not a new plan distributed this year. People were paid a recoverable draw for 2020 as part of the normal commission plan in place. Other areas are being reviewed for compensation plans. When reviewed with the executive team it was deemed that this should not be a sales plan but covered in MIP. The MIP was agreed to be in-line with the current percent of commission versus the standard 15%. The draw was paid and that amount would be kept as earned by each team member (b) (6), (b) (7)(C) shared that there is still an outstanding item of amounts owed.
- Disti Ops team wants to work a viable solution and provide insight on potential impacts to the corporation with these changes.
- Reviewed and validated that the overachievement of the current commission plan is what offsets the low baseline salaries for these positions.
- Discussed that the baseline salary issue should not be mitigated by the commission plans. The goal should be to get the baseline salaries adjusted to utilize a standardized commission plan and incent the right business results or if required make a modification to customize the commission plan. It is important to ensure we are all tied to the overall Xerox performance.

- It was also shared though while (b) (6), (b) (7)(C) has mostly supply chain type roles, these channel assignments do have very different deliverables and requirements that do require a sales approach and could easily report into a USCU sales organization given the commonality of the positions.
- Concerns and perspectives were shared and understood by the attendees. The desired goal was to try to address the concerns shared.
- Shared the first commission proposal had some gaps around using the annual plan numbers (the issue was that Finance were not necessarily laying off plan numbers to Global Dist Ops in the monthly outlook cycles meaning that reaching 100% performance was potentially not possible) and the thought was that this would get revisited. Since that point there was no dialog for the past 3 months before designing a new scheme which is considerably more detrimental than the first proposal, given that it doesn't directly link with individual performance. In addition, the MIP document clearly states "MIP award planning budgets are not necessarily formulaically applied to determine individual award payments. Once the award planning budgets are finalized, actual awards may be allocated on a discretionary basis" which effectively means that there is no link between Sales Performance and individual compensation. This is now being implemented without addressing any concerns while also trying to backdate the proposal.
- Lessons learned on the clarity of the decision-making process and what information is being looked at and who should be at the table for the decision to manage expectations.
- General concern of how to motivate team to achieve business results with this type of impact to compensation.
- **ACTION:** (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) would take this offline back to (b) (6), (b) (7)(C) and put a hold on further actions to explain this discussion including that the overachievements are offsets to depressed salary.

Summary of Outstanding Open Actions:

- **ACTION:** (b) (6), (b) (7)(C) took the action to formalize a new offer letter based on the new compensation plan including the 25% of sales channel metrics, job grade etc. similar to what we were offered when the team each took the positions illustrating any remuneration of compensation. – Action (b) (6), (b) (7)(C)
- **ACTION:** An assessment of the new proposed compensation plan, including MIP over the last 5 years and what this compensation plan would have yielded versus current state was requested. – Action HR
- **ACTION:** An internal AND external competitive compensation analysis against other channel jobs was requested. Internally USCU and Global Supplies both have very similar positions to use as reference points for this internal assessment. Externally HR should have benchmarking capabilities to gather this information. - Action HR
- **ACTION:** Review the cashflow impact of current state vs new plan for impacted employees to illustrate the financial hardship this compensation plan causes. – Action HR
- **ACTION:** (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) would take this offline back to (b) (6), (b) (7)(C) and put a hold on further actions to explain this discussion including that the overachievements are offsets to depressed salary. – Action (b) (6), (b) (7)(C)

From: Scaffidi, Stephanie
Sent: Monday, November 30, 2020 10:42 AM
To: Grady Hepworth
Subject: RE: Xerox Corporation, 27-CA-268790

Grady,

Be advised that the Board requires that all position statements and evidence be E-filed through our website. Please upload the position statement and minutes into the case file.

Thanks,
Stephanie

From: Grady Hepworth <ghepworth@idalawyer.com>
Sent: Tuesday, November 24, 2020 3:42 PM
To: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>
Subject: RE: Xerox Corporation, 27-CA-268790

Stephanie,

Please see attached the position statement you requested. I also attached a copy of Meeting Minutes from September 2, 2020. I would like to submit the 2019 Compensation Plan, but it is too large to upload to this email.

Please let me know if I can send any additional information before the interview on (b) (6), (b) (7)(C), (b) (7)(D).

J. Grady Hepworth—Hepworth Law Offices

ISB No. 10364 | Physical: 2229 West State Street, Boise, ID 83702 | Mailing: PO Box 2815 Boise, ID 83701-2815
| Telephone: (208) 333-0702 | Fax: (208) 246-8655 | Email: ghepworth@idalawyer.com

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From: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>
Sent: Friday, November 20, 2020 1:30 PM
To: Grady Hepworth <ghepworth@idalawyer.com>
Subject: RE: Xerox Corporation, 27-CA-268790

I'm available on (b) (6), (b) (7)(C) The affidavit will take around two hours. What time are you available?

From: Grady Hepworth <ghepworth@idalawyer.com>
Sent: Friday, November 20, 2020 1:29 PM
To: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>

Cc: Jeff Hepworth <jhepworth@idalawyer.com>; (b) (6), (b) (7)(C), (b) (7)(D)

Subject: RE: Xerox Corporation, 27-CA-268790

I believe (b) (6), (b) (7)(C), (b) (7)(D) will be available (b) (6), (b) (7)(C), (b) (7)(D), 2020.

Does that date still work for you?

J. Grady Hepworth—Hepworth Law Offices

ISB No. 10364 | Physical: 2229 West State Street, Boise, ID 83702 | Mailing: PO Box 2815 Boise, ID 83701-2815
| Telephone: (208) 333-0702 | Fax: (208) 246-8655 | Email: ghepworth@idalawyer.com

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From: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>

Sent: Friday, November 20, 2020 1:27 PM

To: Grady Hepworth <ghepworth@idalawyer.com>

Cc: Jeff Hepworth <jhepworth@idalawyer.com>

Subject: RE: Xerox Corporation, 27-CA-268790

Mr. Hepworth,

I will be out next week and wanted to see if you have a date and time for (b) (6), (b) (7)(C), (b) (7)(D) affidavit. Let me know so that I can set aside the time.

Stephanie

From: Grady Hepworth <ghepworth@idalawyer.com>

Sent: Tuesday, November 17, 2020 3:01 PM

To: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>

Cc: Jeff Hepworth <jhepworth@idalawyer.com>

Subject: RE: Xerox Corporation, 27-CA-268790

I will check (b) (6), (b) (7)(C), (b) (7)(D) availability for the (b) (6), (b) (7)(D)

J. Grady Hepworth—Hepworth Law Offices

ISB No. 10364 | Physical: 2229 West State Street, Boise, ID 83702 | Mailing: PO Box 2815 Boise, ID 83701-2815
| Telephone: (208) 333-0702 | Fax: (208) 246-8655 | Email: ghepworth@idalawyer.com

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From: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>
Sent: Tuesday, November 17, 2020 2:58 PM
To: Grady Hepworth <ghepworth@idalawyer.com>
Cc: Jeff Hepworth <jhepworth@idalawyer.com>
Subject: RE: Xerox Corporation, 27-CA-268790

I am available the week of (b) (6), (b) (7)(C) /20. I would like to schedule the affidavit for (b) (6), (b) (7)(C) or sometime early that week. Please let me know when both of you would be available.

A position statement, more so than an affidavit, that lays out the facts and circumstances that led to (b) (6), (b) (7)(C) adverse employment action would be helpful particularly if it is submitted prior to the affidavit, as it would help to focus the affidavit.

Stephanie

From: Grady Hepworth <ghepworth@idalawyer.com>
Sent: Tuesday, November 17, 2020 11:38 AM
To: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>
Cc: Jeff Hepworth <jhepworth@idalawyer.com>
Subject: RE: Xerox Corporation, 27-CA-268790

Stephanie,

How would you like to proceed with getting an affidavit. Unfortunately both myself and (b) (6), (b) (7)(C), (b) (7) are unavailable this week to be interviewed. We will also be bumping up against the Thanksgiving holiday next week.

I am happy to prepare a written affidavit of the material issues before the NLRB. Otherwise what is your availability early next week or the week after?

J. Grady Hepworth—Hepworth Law Offices

ISB No. 10364 | Physical: 2229 West State Street, Boise, ID 83702 | Mailing: PO Box 2815 Boise, ID 83701-2815
| Telephone: (208) 333-0702 | Fax: (208) 246-8655 | Email: ghepworth@idalawyer.com

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From: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>
Sent: Monday, November 16, 2020 4:13 PM
To: Court Service <courtservice@idalawyer.com>
Subject: Xerox Corporation, 27-CA-268790

Mr. Grady Hepworth,

Thank you for speaking with me today. To confirm, the NLRA does not cover supervisors, which are defined as follows:

The term “supervisor” means any individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

Additionally, Board policy excludes managerial employees:

“Managerial employees” are defined as employees who formulate and effectuate high-level employer policies or “who have discretion in the performance of their jobs independent of their employer’s established policy.” *Republican Co.*, 361 NLRB No. 15, slip op. at 3 (2014) (quoting *General Dynamics Corp.*, 213 NLRB 851, 857 (1974)); see also *Wolf Creek Nuclear Operating Corp.*, 364 NLRB No. 111, slip op. at 3 (2016); *Tops Club, Inc.*, 238 NLRB 928, 928 fn. 2 (1978) (quoting *Bell Aerospace*, 219 NLRB 384, 385 (1975), on remand from the Supreme Court’s decision 416 U.S. 267 (1974)). The decisions must be made on behalf of the employer. *Allstate Insurance Co.*, 332 NLRB 759, 762 (2000); see also section 17-512.

The Board’s Outline of Law and Procedure in Representation Cases, which is available on our website at www.nlr.gov, is instructive. Title alone is not dispositive of whether someone is a statutory supervisor or manager but whether their duties and authority render them as such.

After you speak to the Charging Party about (b) (6), (b) (7)(C) duties and authority, if you determine (b) (6), (b) (7)(C) status is not clear then our first step will be for me to take an affidavit from (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C) duties and authority as well as on the charge allegations. However, if it is clear to you that (b) (6), (b) (7)(C) was either a statutory supervisor or managerial employee, you can simply withdraw the charge.

In the event an affidavit is necessary, I would like to schedule it for later this week, if at all possible, as I will be out next week.

Stephanie Stroup Scaffidi

Field Examiner

National Labor Relations Board, Region 27

Byron Rogers Federal Building

1961 Stout Street, Suite 13-103

Denver, CO 80294

Direct: 720-598-7388

Main: 303-844-3551

Fax: 303-844-6249

From: [Grady Hepworth](#)
To: [Scaffidi, Stephanie](#)
Subject: FW: 27-CA-268790 - Evidence, Evidence, Evidence, Evidence, Evidence, Evidence, Evidence, Evidence, Evidence, Evidence, Evidence, Evidence
Date: Tuesday, December 1, 2020 4:12:45 PM

Stephanie,

Thank you again for your time yesterday regarding (b) (6), (b) (7)(C) charge. Per your request, we have uploaded the two sets of email threads, as well as the "Reduction in Workforce" documents (b) (6), (b) (7)(C) received.

Please reach out if I missed any other documents (b) (6), (b) (7)(C) referenced yesterday.

J. Grady Hepworth—Hepworth Law Offices

ISB No. 10364 | Physical: 2229 West State Street, Boise, ID 83702 | Mailing: PO Box 2815 Boise, ID 83701-2815 | Telephone: (208) 333-0702 | Fax: (208) 246-8655 | Email: ghepworth@idalawyer.com

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From: NLRBRegion27@nrlb.gov <e-Service@service.nrlb.gov>
Sent: Tuesday, December 1, 2020 2:07 PM
To: Grady Hepworth <ghepworth@idalawyer.com>
Subject: RE: 27-CA-268790 - Evidence, Evidence, Evidence, Evidence, Evidence, Evidence, Evidence, Evidence, Evidence, Evidence, Evidence, Evidence

Confirmation Number: 1065120651

You have successfully accomplished the steps for E-Filing document(s) with the NLRB Region 27, Denver, Colorado. This E-mail notes the official date and time of the receipt of your submission. Please save this E-mail for future reference.

Date Submitted:	Tuesday, December 1, 2020 2:06 PM (UTC-07:00) Mountain Time (US & Canada)
Regional, Subregional Or Resident Office:	Region 27, Denver, Colorado
Case Name:	Xerox Corporation
Case Number:	27-CA-268790
Filing Party:	Charging Party

Name: John Hepworth

Email: ghepworth@idalawyer.com

Address: P.O 2815
Boise ID 83701

Telephone: (208) 333-0702

Fax: (208) 246-8655

Attachments: Evidence: 9.7.20 Email Thread with Meeting Minutes from (b) (5), (b) (6) to Xerox.pdf
Evidence: Personal Emails thread.pdf
Evidence: E1_EE IRIF Information Package.pdf
Evidence: E2_Expense Report.pdf
Evidence: E3_Employee General Documents.pdf
Evidence: E4_Proprietary.pdf
Evidence: ME1_Notification Letter15DayNonWorking.pdf
Evidence: ME2_General Release IRIF 45 Day.pdf
Evidence: ME3_Reduction In Force Input Document.pdf
Evidence: ME4_Acknowledgement Letter.pdf
Evidence: RR_Xerox_6 month program.pdf

Your account profile is saved in the **NLRB My Account Portal**. [Click here](#) to view your account information, the cases and inquiries you are a party to and any of your previous E-Filings with the NLRB. You will also be able to E-File additional documents to your cases or inquiries. You will use Account No. **1-2837636422** and the email address you used to file your cases or inquiries to access your account. When you use this link to E-File documents your contact information will be pre-populated on the E-Filing page, so that you do not have to reenter your information.

DO NOT REPLY TO THIS MESSAGE. THIS IS A POST-ONLY NOTIFICATION.
MESSAGES SENT DIRECTLY TO THE EMAIL ADDRESS LISTED ABOVE WILL NOT BE READ.

INSTRUCTIONS

Employee – Attached are two documents for your review and action.

General Release

A Severance Payment is offered in consideration of your executing a release of claims in a form acceptable to Xerox. You must sign a release of claims against the Company (attached) as a condition of receipt of a Severance Payment. You can revoke it any time during the seven-day period after the date you have signed the form. However, if you revoke the General Release, no Severance Payment will be paid. Please make sure you have read and fully understand all of the provisions of the General Release. You should consult with your own lawyer before signing.

Please ensure that you have completed the General Release prior to submitting by initialing page one and filling in the information on page two. The General Release must be submitted before a Severance Payment will be paid.

Do not amend or alter the General Release. General Releases containing any altered or amended terms and conditions will be rejected.

Vesting Option Form

A vesting option is offered to employees to reach 55 years of age and/or 10 years of service or to reach 30 years of service. Please review the attached form for more information.

The General Release and Vesting Option form (if required) should be returned to:

Mail hard copy to:
Xerox Corporation
800 Phillips Road
Webster, NY 14580
Attn: Building 208, dock 1 – Scan Unit

Or scan and email to:
AskHR@xerox.com

Keep a copy of the signed General Release and Vesting form (if required) for your records.,

Name: (b) (6), (b) (7)(C)
Employee # (b) (6), (b) (7)(C)

INVOLUNTARY REDUCTION IN FORCE

(b) (6), (b) (7)(C) 2020

Date this document (GR) was provided to employee.

General Release

1. In consideration of Xerox Corporation's ("Xerox") agreement to provide me with a Severance Payment (per the terms of the IRIF Employee Information Package provided to me, including, but not limited to, the term requiring me to abide by any applicable non-compete/non-solicitation/confidentiality restrictions), I release Xerox from all the claims described in this Release. For purposes of this Release, "Xerox" includes its employees, directors, officers, agents, stockholders, subsidiaries, affiliates, successors, assigns, and the Xerox employee benefit plans in which I either am now or have been a participant, and the trustees, administrators, successors, agents and assigns of those plans.
2. I release Xerox from any and all claims, even if I don't know about the claim at this time, based on anything that has occurred prior to the date I sign this Release. For example, I release Xerox from any claims based on all laws, such as the following (all laws as currently amended):

Age Discrimination in Employment Act of 1967 (ADEA) (which prohibits discrimination on the basis of age)	Equal Pay Act of 1963
Older Workers' Benefit Protection Act of 1990 (OWBPA)	Fair Labor Standards Act of 1938
Title VII of the Civil Rights Act of 1964	Employee Retirement Income Security Act of 1974
Civil Rights Acts of 1866, 1870, 1871 and 1991	Worker Adjustment and Retraining Notification Act of 1989
Americans with Disabilities Act of 1990	Uniformed Services Reemployment Rights Act of 1994
Rehabilitation Act of 1973	Vietnam Era Veteran's Readjustment Assistance Act of 1974
Family and Medical Leave Act of 1993	

3. I also release Xerox from claims based on the laws of the state(s) where I am employed and reside, such as state fair employment practice and wage laws or any other law, whether federal, state or local, concerning employment. I release Xerox from claims based on discrimination in employment such as claims arising out of the offer of employment to me by Xerox, the hiring of me by Xerox, my compensation, any employment contract between Xerox and me, any promises made by Xerox regarding future employment, or based on the termination of my employment. I also release Xerox from claims under state contract or tort law, and from all claims for punitive or compensatory damages, costs or attorney's fees. I am not releasing any claims that may arise after the date this Release is executed. I also agree that I will not bring or participate in any class, collective, or representative action, as a plaintiff or class member, against Xerox which asserts, in whole or in part, any claims(s) which arose through the date I sign this agreement, whether or not such claims are specifically covered by this agreement. I further agree that if I am included within any class, collective, or representative action I will take all necessary steps to opt-out of the action or refrain from opting in.
4. I understand and agree that this Release and Xerox's agreement to provide consideration to me should not be construed, in any way, as an admission by Xerox of any wrongdoing or liability to me.

Please initial page 1 here


5. I understand that nothing contained in this Release limits my ability to file a charge or complaint with any state or federal government agency about potential violations of laws or regulations, including but not limited to the Securities and Exchange Commission and the EEOC or a comparable state or local agency. I further understand that this Agreement does not limit my ability to communicate with any governmental agency or otherwise participate in any investigation or proceeding that may be conducted by any governmental agency, including providing documents or other information, without notice to Xerox. This Agreement does not limit my right to receive an award for information provided to any federal governmental agency related to a possible violation of the federal securities or occupational safety laws; however, I agree to waive my right to recover monetary damages in any charge or complaint filed by me, or lawsuit filed by anyone else on my behalf, related to any other violation of law or regulation.
6. Except as provided in paragraph 5 above, however, I agree and covenant not to file any suit, charge or complaint against Xerox in any court with regard to any of the claims released in paragraphs 2 and 3. I further represent that no such claims, complaints, charges, or other proceedings are pending in any court, administrative agency, commission or other forum relating directly or indirectly to my employment with Xerox. I agree that if I violate any part of this Release, (a) Xerox shall be relieved of any further obligation hereunder and, in addition to any other legal or equitable remedy available to Xerox, shall be entitled to seek a setoff up to the amount of any severance pay already paid to me pursuant to paragraph 1, and (b) I also agree to pay all of Xerox's costs and expenses incurred in defending such claim or action or seeking enforcement of this Release, including Xerox's reasonable attorneys' fees. Notwithstanding the foregoing, this Release does not prohibit me from challenging or seeking a determination in good faith of the validity of this Release under the Age Discrimination Employment Act and does not impose any condition precedent, penalty, or other limitation for doing so unless specifically authorized by federal law.
7. Xerox advises me as follows:
- **TO CONSULT WITH AN ATTORNEY OF MY CHOOSING TO COUNSEL ME AS TO MY RIGHTS BEFORE I SIGN THIS RELEASE;**
 - **TO TAKE SUFFICIENT TIME TO DECIDE WHETHER TO SIGN THIS RELEASE. I HAVE 45 DAYS FROM THE DATE THIS RELEASE IS PROVIDED TO ME TO CONSIDER IT BEFORE I SIGN AND RETURN IT TO XEROX;**
 - **THAT EVEN AFTER I SIGN AND RETURN THIS RELEASE TO XEROX, I WILL HAVE 7 DAYS THEREAFTER TO CHANGE MY MIND AND REVOKE MY RELEASE BY ASKING XEROX FOR ITS RETURN.**
8. I understand and agree that this Release waives all claims I may have at the time I sign it, including claims I do not then know about or suspect. I further understand and acknowledge that California Civil Code, Section 1542 provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." I waive any rights I may have under that Code section, if applicable, or any other similar state or federal statute or common law principle of similar effect.

By: _____
Employee Signature

Employee Name (Please print)

Xerox Employee Number

Date signed and returned to Xerox: _____,
To be filled in by employee

Reduction In Force Vesting Option Form	
Employee Name <div style="background-color: black; color: white; padding: 2px;">(b) (6), (b) (7)(C)</div>	Employee Number <div style="background-color: black; color: white; padding: 2px;">(b) (6), (b) (7)(C)</div>
<p>VESTING OPTIONS FOR EMPLOYEES NEEDING TO BRIDGE TO RETIREMENT (Only used to reach 55 years of age and/or have 10 years of service)</p> <p><u>VESTING EXTENSION OPTION FOR EMPLOYEES BRIDGING TO RETIREMENT (55/10)</u></p> <p><input type="checkbox"/> If I have not reached retirement eligibility (55/10) I understand that I am eligible for the Vesting Extension for up to one year, without pay or benefits coverage from Xerox, to reach age 55 and/or 10 years of service. I understand that I must make a separate election to use the Vesting Extension. This option allows me to have access to Health Care under the RightOpt Health Exchange Program. It also allows me to take installments and partial distributions from the 401k plan. I understand I cannot take a distribution from my 401(k) while in the Vesting Period.</p>	
<p>VESTING EXTENSION OPTION FOR EMPLOYEES BRIDGING TO 30 YEARS OF SERVICE (Must be at least 55 years of age or must be able to reach age 55 when selecting this option)</p> <p><u>VESTING EXTENSION OPTION FOR EMPLOYEES BRIDGING TO 30 YEARS OF SERVICE</u></p> <p><input type="checkbox"/> This option allows me to continue to receive vesting service in the Retirement Income Guarantee Plan for up to one year only if required for me to reach the 30 years vesting service, to calculate early retirement reductions for the formula benefit from age 62, rather than age 65. I understand I cannot take a distribution from RIGP/401(k) while in the Vesting Period.</p>	
<div style="display: flex; justify-content: space-between;"> <div>Employee Signature _____</div> <div>Date _____</div> </div>	



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your new beginning starts now.

The job landscape has changed – and we're here to help you navigate it. Whether you aspire to find a similar job, make a career change or pursue entrepreneurship or creative retirement, we provide you with expert help and a step-by-step approach to get you there faster.

This benefit has been provided at no cost to you by Xerox.

Simply contact us for access to a credentialed coach, branding expert and job concierge; valuable resources; and actionable tools.

new resume

with professional assistance
and a LinkedIn profile critique

career coaching

on interview techniques
and salary negotiations

access to recruiters

with 6,500+ in the
United States

job leads

via our job-matching platform,
as well as professionally sourced

83%

land in jobs with
equal or better pay

74%

land a new job while
in the program¹

98%

program satisfaction
rating

let's start a new beginning

We're here to answer hard questions.
Get started by using any of the
following options and see for yourself.

<https://register.risesmart.com>

Text: "RESUME" to 313131

careerservices@randstadrisesmart.com

877.384.0004 EXT 5



'Everything that
RiseSmart offered
went beyond my
expectations. Best
service that I have
ever been provided
from an employer.'

andrea b.
employee

¹ As measured by participants who reported during six month+ programs

human forward.

your benefits.

let your journey
begin

build your personal brand

Differentiate yourself from other qualified candidates with a strong personal and professional brand. We help articulate your unique abilities and the value you bring to the organization, rewrite your resume to highlight your strengths and consult with you on your LinkedIn bio.

strengthen your network

Receive up-to-date contact information for the people you know and the people you should know, as well as easy-to-use templates to help you reach out and make a good first impression. Join mastermind groups led by a career coach, and meet others with similar goals and experience to grow your networks, share ideas and challenge one another with job search efforts.

services for life

Embark confidently on your new career path, knowing that RiseSmart is with you all the way – now and through every new career beginning for the rest of your life.

meet your personal career coach

Receive 1:1 attention from a coach who is an expert in your industry or position; certified in our proprietary, expertly designed methodology; and often holds additional credentials.

discover your opportunities

Receive highly targeted job leads regularly from a personal job concierge and on demand through the RiseSmart platform using our patented RiseSmart SmartMatch™ engine. Because Randstad is one of the largest HR services companies in the world, you have access to a community of 6,500+ recruiters and exclusive job openings.

learn job search best practices

Gain access to the RiseSmart career resource center, an online platform with all the research and information you need to prepare for interviews, negotiate salaries and stand out from the competition. Get access to an extensive content library, weekly webinars, assessments, salary and company research reports and more.

welcome to your
new beginning

Grady Hepworth

From: (b) (6), (b) (7)(C)
Sent: Monday, September 7, 2020 5:08 PM
To: (b) (6), (b) (7)(C)
Cc: (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)
Subject: FW: Moving Forward
Attachments: DistributionTransitionMeetingMinutes (003).pdf

Hi (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C)

Attached are the specific meeting minutes documented from our call that we had last week including the actions that were captured and the concerns the team shared with implementing this newly proposed commission plan.

Given the importance of the subject matter, these are detailed notes to ensure we have a standing record of the discussions. At this point we would like to respectfully ask that this initiative be put on hold until the actions captured are completed and the concerns raised are appropriately addressed to come up with a viable solution. I included (b) (6), (b) (7)(C) in the distribution as well as I see (b) (6), (b) (7)(C) has set up some meetings with the US team this upcoming week.

There is one other item that we failed to have time to address based on our understanding of the newly proposed commission plan. This should be addressed in the open actions captured regarding the specifics of this new plan being documented however we wanted to call it out specifically.

In reference to the target baseline information for this newly proposed MIP hybrid when were the targets established to achieve pay out? Our Sales Out USCU counterparts commission plans have been restructured so they are based on the H2 2020 6+6 to take into account the COVID19 pandemic and its impact on the economy. It was not clear in our discussion what target baselines (Pre-Covid / Post Covid) for this new proposed plan would be used. Given the overall negative total compensation effect for the team, and the concern around the unlikelihood MIP will pay out this year, Pre-Covid targets would only have further negative impacts on the Global Distribution team's remuneration in 2020.

This is a very stressful situation as these are drastic changes, non-standard and not in line with other channel positions within in the company or industry which you will find when the benchmarking we discussed is completed. These proposed changes will have significant negative impacts to our employees as there are substantial financial hardships associated with immediate cash flow impacts given this type of proposed timeline and the substantial negative effect of our total pay/compensation. Hopefully with the minutes captured, the actions taken and the concerns shared the issues can be addressed.

Thanks and enjoy your evening.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Global Distribution Operations

XEROX CORPORATION

Bldg. 129 Office 218S 800 Phillips Rd.

Webster NY, 14580

Email: (b) (6), (b) (7)(C)@xerox.com

Phone: (b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C) @xerox.com>
Sent: Thursday, September 3, 2020 11:27 AM
To: (b) (6), (b) (7)(C) @xerox.com>; (b) (6), (b) (7)(C) @xerox.com>; (b) (6), (b) (7)(C) @xerox.com>; (b) (6), (b) (7)(C) @xerox.com>
Subject: FW: Moving Forward

Team,

Based on information communicated to me just now by HR, please find below responses to concerns raised in yesterday's call.

If anything is unclear then I would suggest that you respond directly to (b) (6), (b) (7)(C) to clarify any concern that has not been addressed below.

Many thanks.

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C) @xerox.com>
Sent: 03 September 2020 17:59
To: (b) (6), (b) (7)(C) @xerox.com>
Cc: (b) (6), (b) (7)(C) @xerox.com>; (b) (6), (b) (7)(C) @xerox.com>; (b) (6), (b) (7)(C) @xerox.com>; (b) (6), (b) (7)(C) @xerox.com>; (b) (6), (b) (7)(C) @xerox.com>
Subject: RE: Moving Forward

(b) (6), (b) (7)(C) (b) (6), (b) (7)(C) sent note of clarification. Per what (b) (6), (b) (7)(C) already covered with team yesterday, MIP is effective April 1. Although the transition date is August 1, we are placing the team on MIP April 1st. For the months of April through July, the team will be on MIP and retain the guarantees paid.

Hope that clarifies even more.

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)
Sent: Thursday, September 3, 2020 12:03 PM
To: (b) (6), (b) (7)(C) @xerox.com>
Cc: (b) (6), (b) (7)(C) @xerox.com>; (b) (6), (b) (7)(C) @xerox.com>; (b) (6), (b) (7)(C) @xerox.com>; (b) (6), (b) (7)(C) @xerox.com>
Subject: RE: Moving Forward

What we heard concerns about are below; and I have provided responses, please note these responses were also in the note that was sent to you last night after my call with (b) (6), (b) (7)(C)

- Plan not issued to date: while there was no plan issued, where required people did receive a recoverable draw
- Changing to MIP effective August 1: decision was made after analysis done that this group should be on an MIP plan versus sales and August 1 is date chosen to shift over, we can review if there are any monies due for performance up to end of July and address. Of note, an option was presented back in May/June timeframe which would have had an annual metric of sales in. This was not accepted by you as you stated that the team couldn't be held accountable to this. The issue identified here, is that the metrics shouldn't change each quarter and they needed to be annual. At that point in time MIP was chosen as the comp plan for this group.
- Salaries are not market competitive and variable used to close gap: this is not an appropriate use of a variable pay plan, these plans should be based on performance and targets tied to plans.

- Consultation needed in some countries: HR leaders are ready to meet with the respective managers and employees to provide the proper level of consultation required by country.

A decision has been made in regards to this comp plan for Distribution, and this was confirmed with (b) (6), (b) (7) last night. Please let me know if something isn't clear.

Thanks

(b) (6), (b) (7)

From: (b) (6), (b) (7)(C) @xerox.com>
Sent: Thursday, September 3, 2020 9:50 AM
To: (b) (6), (b) (7)(C) @xerox.com>
Cc: (b) (6), (b) (7)(C) @xerox.com>; (b) (6), (b) (7)(C) @xerox.com>; (b) (6), (b) (7)(C) @xerox.com>; (b) (6), (b) (7)(C) @xerox.com>
Subject: RE: Moving Forward

(b) (6), (b) (7)

I'm getting my team back together to discuss their feedback from last night's discussion.

Are you intending to provide minutes of the meeting and responses to the concerns raised as discussed during the meeting?

I just need to be clear on whether their concerns are going to be addressed or not?

Thanks for letting me know.

Rgds,
(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C) @xerox.com>
Sent: 03 September 2020 14:45
To: (b) (6), (b) (7)(C) @xerox.com>
Cc: (b) (6), (b) (7)(C) @xerox.com>; (b) (6), (b) (7)(C) @xerox.com>; (b) (6), (b) (7)(C) @xerox.com>; (b) (6), (b) (7)(C) @xerox.com>
Subject: Re: Moving Forward

What is the 4:30 meeting? Right now we have HR leaders ready to deliver the letters to their respective people.

Sent from my iPhone

On Sep 3, 2020, at 8:18 AM, (b) (6), (b) (7)(C) @xerox.com> wrote:

(b) (6), (b) (7)

Following the meeting last night, will you be providing minutes of the meeting and responses to the concerns raised as discussed during the meeting?

I just need to know when feedback might be forthcoming so that I can set their expectations ahead of my meeting with them at 4.30pm UK time?

Many thanks.

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C) @xerox.com>
Sent: 03 September 2020 13:06

To: (b) (6), (b) (7)(C) @xerox.com>
Cc: (b) (6), (b) (7)(C) @xerox.com>; (b) (6), (b) (7)(C) @xerox.com>; (b) (6), (b) (7)(C) @xerox.com>; (b) (6), (b) (7)(C) @xerox.com>
Subject: Moving Forward

(b) (6), (b) (7)(C)

We need to take care of your direct reports first and issue their plans. How would you recommend we proceed with this? Given we have already met with them I am not sure another meeting is required. We will then plan to have the HR Leaders distribute the rest of the letters later today and tomorrow. Thoughts?

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) 2020

(b) (6), (b) (7)(C)

Dear (b) (6), (b) (7)(C)

This letter confirms our conversation today, in which I indicated that it has become necessary to implement an involuntary reduction in force (IRIF).

As a result, you are being given a 15-day separation notice effective today, (b) (6), (b) (7)(C)/20. The notice period is non-working and employees are not permitted to work during the non-working notice period. Your regular salary payments will continue during the notice period. You also will be eligible for a lump sum severance payment as indicated in the attached IRIF Employee Information Package if you sign and return the attached release of claims (General Release) within the prescribed timeframe. The amount of severance will be based on your completed years of Xerox service as of (b) (6), (b) (7)(C)/20. You will also receive payment as soon as practical after your termination date for earned but unused vacation as of the date of this notice.

The attached package provides information on the severance payment and benefit coverage. Please review the package carefully. If you have questions about the severance payment, contact the XESC at AskHR@xerox.com. For benefit related questions, call the Xerox Benefits Center at 1-800-428-2203.

I recommend that you focus your efforts on finding other employment and take advantage of the career transition services Xerox provides. Counselors can help you in your job search outside Xerox.

Thank you for your contributions to Xerox Corporation. I wish you much success in your search for a new position and for the future.

Sincerely,

Attachment

Standard Version - USA*

Proprietary Information and Conflict of Interest Agreement

In consideration of my employment by Xerox Corporation, I agree that:

- (A) While employed by Xerox, I will not work independently in, nor will I work for or advise any person(s) engaged in, similar business or research as performed by Xerox.
- (B) During and after my employment at Xerox, I will promptly notify Xerox of all inventions, discoveries, computer programs and systems, works of authorship, improvements, and developments, which I may produce during my employment with Xerox, and I assign my right, title, and interest to Xerox in such inventions, discoveries, computer programs and systems, works of authorship, improvements, and developments.

I also assign my right, title and interest in any patents or patent applications based on such inventions, discoveries, computer programs and systems, works of authorship, improvements, and developments to Xerox, and will assist (at no personal financial expense) in obtaining and maintaining any patents for the benefit of Xerox.

However, I am not obligated to assign any inventions, discoveries, computer programs and systems, works of authorship, improvements, and developments, and applicable patents or patent applications to Xerox, which in the judgment of Xerox are unrelated to the actual or potential business or research efforts of Xerox.

- (C) During and after my employment with Xerox, I will neither disclose nor assist in the unauthorized disclosure of Xerox confidential or proprietary information (which includes, but is not limited to, trade secrets, formulas, customer data, strategies, methods, processes, machines, inventions, discoveries, computer programs and systems, works of authorship, improvements, and other developments), nor will I use such information except as required by Xerox.
- (D) During my employment with Xerox, I will not in the course and scope of my employment use any confidential or proprietary information of my prior employer(s), or disclose or assist in the disclosure of such confidential proprietary information to Xerox.
- (E) I understand that, unless I receive written consent from Xerox, my obligations under this Agreement may not be modified, released, or terminated.
- (F) I am not a party to any agreements which in any way conflict with the foregoing provisions, nor do I own or have an interest in a patent application or unpatented invention.*
- (G) I am not now a promoter, director, employee, officer or consultant of a for-profit organization, and I understand that the prior written consent of Xerox is required before I may accept any future positions of this nature and remain an employee of Xerox.*
- (H) I will advise my immediate manager of any matter which appears to present a conflict of interest with Xerox and I will promptly comply with the action requested by Xerox to resolve conflicts should they exist.
- (I) This agreement supersedes all prior proprietary information and conflict of interest agreements with Xerox.

*Subject to Xerox' approval, list here any agreements, activities, and positions that you wish to exclude from the provisions of paragraphs E and F.

Employee:

This sample is to remind the employee of the

Manager:

Terms & Conditions of this agreement.

Date:

* Note: For California and Illinois Employees see separate documents - attached.

Reduction In Force (RIF) Input



Please provide a copy of this form to the employee

Employee Identification

- Required for all updates
- Must match current **Employee Profile** data

Xerox Employee Number	RIF Effective Date (Last Day Worked + 1)	Pay Group (MTH, SMN, WKY, UNI)	Last Name	First Name	Initial
(b) (6), (b) (7)(C)	(b) (6), (b) (7) /2020	MTH	(b) (6), (b) (7)	(b) (6), (b) (7)(C)	

Must Be Completed By Manager

- **Vacation:**
 - Hours Used Current Year _____
- **Notice Date (IRIF, only)** _____
 - Did the employee work through notice period?
 - Yes _____
 - No _____
- **FOR CALIFORNIA & ILLINOIS EMPLOYEES ONLY**
 - Personal choice hours due to employee _____

Additional Comments (For Manager or Xerox ESC use):

Must Be Completed By Xerox ESC

- **Employee Status Involuntary Reduction In Force**
- **Number of weeks of Severance lump sum payment** 12

Must Be Completed By Xerox ESC

Employee Master Budget Center (Vacation Payout)	Restructure Budget Center if Applicable (Salary Continuance)
US-E0344	US-E5045

Must Be Completed By Xerox ESC

Action Code	Reason Code	Expected Retirement Vesting Extension Date
Term, Vest or Retire	SN8	

Supervisor/Manager (PRINTED NAME)	Xerox Employee Number
Supervisor/Manager (SIGNATURE)	Date

SEND THE SIGNED COMPLETED FORM TO THE XEROX ESC (E-MAIL: AskHR@xerox.com) ASAP TO INITIATE VACATION PAY.



SEPARATED EMPLOYEE EXPENSE REPORT

Instructions

Return completed forms to: Xerox Financial Services ♦ 800 Phillips Road ♦ Webster, NY 14580 ♦ Mail Stop: 0205-99Z

To help expedite the processing of your Expense Reports, please arrange and staple receipts in date order.

Auto Expense:

Car Rental - Original receipt required. Enter amount of car rental contract.

Auto Equity - Use the Auto Mileage section (Pg. 2 of this expense report) and enter total number of business miles, cost per mile, and fixed auto equity to calculate total mileage cost.

Casual Driver - Use the Auto Mileage section (Pg. 2 of this expense report) and enter total number of business miles and cost per mile. Leave the fixed auto equity field blank and calculate total mileage cost.

Airfare:

Original airfare passenger coupon and invoice required. Explanation and next higher-level approval required to justify changes in itinerary. Cash - Represents the employee out-of-pocket purchases for air tickets; form of payment is required. Billed Xerox - Represents air travel expenses billed directly to Xerox. Train fare billed to Xerox should be reported in the appropriate Airfare Column.

Hotel/Motel - Original Itemized receipt required. Enter \$ amount for room charge, including tax, itemized per day.

Meals, Including Tax and Tip - Enter actual cost of your meals plus tax and tip. - Meals for one-day trip is reimbursable only when work schedule extends beyond eleven (11) hours. Receipt(s) is required for expenses equal to or greater than \$10 cash & \$25 AMEX.

Entertainment and Business Meetings - Report the total business meeting or customer entertainment expenses on the expense report. Enter the expense detail information in the section below.

Customer Entertainment & Business Meetings

					Amount		
Date	Type (Customer or Business)	Location/City Breakfast, Lunch, Dinner	Business Purpose	Participants & Business Affiliation	Meals	Other Meeting Costs	Total

Miscellaneous Expenses and others:

Local Transportation/Taxi/Trains/Gasoline - enter amount itemized per day. Gasoline charges are only reimbursed if rental car used.

Laundry - Enter amount paid for dry cleaning and laundry expenses incurred during business trip >5 days, excluding tips. All receipts are required.

Note: - Any deviation from policy requires explanation and higher-level approval. Receipt(s) is required for expenses equal to or greater than \$10 cash and \$25 AMEX

American Express:

The "Amount to Pay AMEX" line enables payment to AMEX on your behalf. You are required to ensure your outstanding AMEX balance is cleared; otherwise it could affect your personal credit.

Foreign Travel - All amounts must be entered in U.S. dollars. The exchange rate must be noted in the explanation of miscellaneous column. Indicate the appropriate U.S. \$ amount on each foreign receipt.

Non-reimbursable Expenses - 1. Airline Club fees. 2. Personal expenses (e.g., toiletries, clothing), personal side trips, personal entertainment (e.g., movies) personal trip insurance and credit card fees. 3. Fees connected with the use of recreational, health and gym facilities. 4. Home maintenance and babysitting expenses. 5. Personal legal charges and traffic violations. 6. Loss or theft of cash, advance and working funds, travel tickets, credit cards. 7. Personal property (e.g., luggage, auto, clothing) loss, theft, or damage and associated expenses. 8. Medical expenses. 9. Accident related costs when an employee uses his own personal auto for company business.

TOTALS:

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SEPARATED EMPLOYEE EXPENSE REPORT

If NAF/F\$ needs to return the expense report to you, where would you like it sent? (Provide Address)

Employee Name	Employee #	Phone #		E-Mail Address
Purpose of Trip		Budget Center	Team #	Project #
Date of Trip Begin: End:				

Date	Destination	Auto Expense		Airfare		Hotel	Meals Incl.	Cust. Ent. & Bus Mtgs See Pg.1	Parking / Tolls	Tele-phone	Misc.	Explanation of Miscellaneous Expenses Codes (Explain) GA= Gasoline, TA= Taxi, TR= Train L= Laundry, GR= Gratuities, O= Other	
		No. of Miles	Car Rental	Cash	Billed Xerox		Tax / Tip						
		TOTALS:										TOTAL EXPENSES:	
Auto Mileage		Employee Name (Print)				Employee Signature		Date					
Total No. of Miles:										Add Total Mileage Cost			
X Cost @ mile:		Approver (Print)				Approver Signature		Date		Subtract Airfare Billed to Xerox			
= Total Variable Cost:										Sub Total: Amount Available to Employee			
		Approver (Print)				Approver Signature		Date		Subtract: Amount to Pay AMEX			
+ Fixed Auto Equity:													
= Total Mileage Cost:		Approver (Print)				Approver Signature		Date		Amount Due Employee			
										Amount Due Xerox (Payment Attached)			

Grady Hepworth

From: (b) (6), (b) (7)(C)
Sent: Tuesday, December 1, 2020 1:31 PM
To: Grady Hepworth
Subject: Fwd: Personal emails - Notes for us

----- Forwarded message -----

From: (b) (6), (b) (7)(C)
Date: Thu, Oct 29, 2020 at 11:11 AM
Subject: RE: Personal emails - Notes for us
To: (b) (6), (b) (7)(C)
Cc: (b) (6), (b) (7)(C)

Hi all hop you are well

Did you have a chance to look at my request?

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)
(b) (6), RE: Personal emails - Notes for us

Hello all,

Last time you told us that you initiate a claim to the ethic desk. Can you share with me the argumentation that you have used in order to test if we can have similar approach in EU?

Thanks

(b) (6), (b) (7)

How are you?

(b) (6), (b) (7)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), Re: Personal emails - Notes for us

Thanks for letting us know (b) (6), (b) (7)

Did (b) (6), (b) (7) give you a formal letter, any details on the pay plan / MIP?

My meeting was rescheduled to Thursday Sept 24th and its title is "Update on Incentive Pay Discussion" - not sure what means and if that will be different from what took place for you today!?!

On Mon, Sep 21, 2020 at 5:12 PM (b) (6), (b) (7)(C) wrote:

Just an update I met with HR - got though most of what I planned. Nothing was presented and (b) (6), (b) (7)(C) took the action to get some additional answers based on the concerns highlighted. My team still has meetings scheduled tomorrow with (b) (6), (b) (7)(C) and will advise how those go tomorrow.

(b) (6), (b) (7)(C) was at a loss - just a messenger and really had not good input other than stating it was being implemented and knew it would be a tough discussion.

On Mon, Sep 14, 2020 at 3:17 PM (b) (6), (b) (7)(C) wrote:

FYI - I just checked my pay stub for September and there is no Accountable guarantee paid.

I have not been given any formal notification yet and thus this is very unethical!

Forwarded Conversation

Subject: Personal emails - Notes for us

From: (b) (6), (b) (7)(C)

Date: Fri, Sep 4, 2020 at 1:54 PM

To: (b) (6), (b) (7)(C)

We still need to add (b) (6), (b) (7)(C)

1.) We need to be collective as a global team in having a thorough understanding of the formal plan. This is a brand new non-standard compensation plan and there is plenty uncertainty and questions that need to be answered besides those (b) (6), (b) (7)(C) brought up around pension, death entitlement but how does a 13%/15% achieved MIP equate to the 33% targeted. By asking and clarifying all of these over a period of time will prove and make this very difficult to implement a non-standard compensation plan and should yield a better outcome. How is the MIP distributed to the individuals? Understanding is that amount is allocated up by (b) (6), (b) (7)(C) Very arbitrary / first was against the plan and this plan seems very arbitrary.

2.) We should understand better where each of us and those that have employees affected by this change stand on this issue. This is important because I think we should ask HR what would happen if all those affected unequivocally reject this proposed commission plan? What if they cease working during the remainder of Q3 until this matter is resolved and our concerns are addressed? I know in the US we have similar thoughts on the current situation.

3.) There is also no doubt that this is a discriminatory act against the channel team that reports to (b) (6), (b) (7) solely. The USCU channel teams, at least in the US, remain unchanged and have 2020 plan that was issued.

4.) In reviewing the recording and discussing with an HR professional, it sounds like the Xerox HR team is not able to address our concerns because there is an element of a hostile work environment where they seem to be fearful of (b) (6), (b) (7) getting mad/infuriated. This is also

5.) The latest notes (b) (6), (b) (7)(C) shared from HR seem that we are being bullied into accepting significant impacts to us and our teams total compensation with no job grade, job description or data driven performance issues justifying any reduction to our total compensation, especially to the extent this proposal does. Further there is no willingness to address the concerns that have been raised to work to an amiable solution that is in-line with the other USCU Channel assignments.

6.) It is dreadful the fear of retaliatory measures in voicing our concerns with something that seems illegal and unethical.

7.) Medical issues – this is very stressful, losing sleep. Financial Hardships

8.) It would not surprise me that as we move down this path if there are not calls into the Xerox Ethical hotline to report anonymously the struggles, discrimination, bullying, hostile work environment and fear of retaliatory measures for voicing concerns affecting an entire team which include unethical acts of backdating the proposal, unpaid past wages and an extremely poor level of notification of the drastic changes taking place.

From: (b) (6), (b) (7)(C)

Date: Sun, Sep 6, 2020 at 12:44 PM

To: (b) (6), (b) (7)(C)

Cc: (b) (6), (b) (7)(C)

Team,

I re-read our minutes this afternoon and there is one concern that we did not discuss with the HR team last Wednesday and that is the risk that the MIP plan is being implemented post-COVID19 (just like the variable pay plan proposal based on the annual plan was also being implemented post-COVID19) in the knowledge that MIP may not pay out this year, yet the Sales Out teams are having their H2 2020 variable pay linked to the 6+6 outlook to maintain their level of earnings at potentially 100%.

In the body of (b) (6), (b) (7)(C) email, rather than the minutes document, we should express the concern that this new scheme is being implemented post-COVID19 and there is an expectation that MIP will either not pay out or pay very little, hence it's a scheme that is being implemented in the knowledge that it will adversely impact the Global Distribution team's remuneration in 2020.

We need to formulate this concern so that if we can't re-negotiate anything and this is implemented per se, then we have this on record and potentially some recourse.

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)

Date: Mon, Sep 7, 2020 at 6:28 PM

To: (b) (6), (b) (7)(C)

Cc: (b) (6), (b) (7)(C)

Sounds good (b) (6), (b) (7)(C) I will add this and get it out tonight.

From: (b) (6), (b) (7)(C)

Date: Wed, Sep 9, 2020 at 12:54 AM

To: (b) (6), (b) (7)(C)

Cc: (b) (6), (b) (7)(C)

Team,

Tomorrow I think I am the first to go and meet with HR (730AM my time). I have spoken to one of the leading law firms in the country on employment law today and besides the Unpaid Wages claim, they coached me on options for not just myself but the global team strategically in all other HR related issues and possible outcomes. They have law offices in Canada, Europe and the US and have successfully won large cases against Far East Corporations in matters far worse than what I described to them.

We should make sure we stick together and if we want to see a positive outcome I would suggest avoiding any signatures or compliance with the proposal as it is as this could void the unpaid wage claim for those that sign and we would lose ground in collective negotiations on a future compensation model that is much more competitive.

(b) (6), (b) (7)(C) and the legal team also coached me on the terms and rights of employees. In the US there is an organization (NLRB) that represents non-union economic strike activities due to situations similar to what we are going through. It is very formal and Xerox can not terminate us or they will have a wrongful termination lawsuit causing them extreme financial hardship. I will ask tomorrow the HR rep (b) (6), (b) (7)(C) what International organizations are similar and let (b) (6), (b) (7)(C) know that I know that is a weapon in our arsenal.

While I certainly don't mind taking the lead and being the aggressor, the last thing I want to hear is that of the 16 folks affected, agreements and signatures are taking place with agreement to the new proposal. I understand while this is everyone's individual right, I would like some confidence and leverage knowing where we stand to negotiate collectively.

Tomorrow I will solely act as the farmer rather than the hunter and work on planting "seeds" with HR to raise their awareness of the seriousness of these actions for us as the employees AND for Xerox as a business legally, operationally and publicly. We should huddle as a team so I can keep everyone updated and hopefully (b) (6), (b) (7)(C) you have some feedback on where your team stands as well as ourselves on our willingness to fight this intelligently.

Based on my assessment of the situation a good analogy of where we are at is that they are the boxer we are facing who is up against the ropes, weak and out of punches to throw getting ready to get knocked out all the while showboating pretending they can go the distance. Ultimately with some well timed and viscous shots they end up on the mat wondering how they got there looking foolish. While it doesn't seem that way right now, we are setting the stage to win and knock them out.

From: (b) (6), (b) (7)(C)
Date: Wed, Sep 9, 2020 at 3:01 AM
To: (b) (6), (b) (7)(C)
Cc: (b) (6), (b) (7)(C)

Hi (b) (6), (b) (7)(C) hi All,

I had a discussion yesterday with my team presenting the new variable scheme. The reaction was very similar than ours. The choc was huge and I've try to let them express what they have in mind. Few points :

- Looking at the new schemes they don't feel that they are sales and Channel Managers. No one in the company is having commercial sales Targets and in charge of accounts are not consider as sales Channel Managers. The consequence is this change needs to be joined with a change in the job description.
- This brutal attack against our team is questioning about the future of this team and what is the real cause of this attack. Since more than 15 years the scheme is in place supporting a high and strong implication of the team members with the high performance delivered all along the past years. It looks this has been deliberately forgotten.
- The sales In doesn't look to be a priority anymore. They have strong doubt about the people who are managing this change understand the role of distribution.
- They don't believe into the MIP and in the leadership team (b) (6), (b) (7)(C) to give us any positive retribution. They see that as a way to decrease our salary. They don't understand the MIP as something similar than a commission scheme. The MIP is like a "bonus" when the Commission Scheme is part of your salary
- The cash flow impact is huge and will put some members into a very critical economic situation.
- The sales Operations in EU has just introduce the new sales Targets for the 2tier based on the 6+6 Outlook in order to mitigate the Covid Impact and keep the sales team motivated to make the extra miles. It looks that this is the exact opposite of this change.
- It looks that the message of (b) (6), (b) (7)(C) about the fact that without people Xerox doesn't exist is not in line with this changes and the consequences.
- The team is very sad looking at the investment, the passion they have put in this job to build something we think is efficient compare to the other vendors.
- In some country they don't feel that the HR real understand their job and don't think they will have any real support from them.
- The question of a global actions against this change has been raised. Some of them will start looking at legal implications and take some advices.

My meeting with (b) (6), (b) (7)(C) HR has been postpone to Friday afternoon. I had some informal discussions with (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) is still waiting a lot of answers to (b) (6), (b) (7)(C) questions. They also explain to the global HR that they have to provision a significant amount of money. (b) (6), (b) (7)(C) also told me that (b) (6), (b) (7)(C) was a bit alone highlighting those questions. My personal feeling is that the local HR community don't really understood the change and the implications. Hop this will come with the individual interviews.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C) 2020 06:54
(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C) Re: Personal emails - Notes for us



(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)

Date: Fri, Sep 11, 2020 at 9:31 AM

To: (b) (6), (b) (7)(C)

Cc: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Good morning team,

I am wondering (b) (6), (b) (7)(C) if you had your meeting yesterday, as mine has been cancelled and rebooked for Wednesday next week?

However my HR manager has reached out to me to understand how I calculated what I am owed "please ensure that you outline in an email the amounts you believe are owed to you beyond the guarantee that you have been paid. Without a pay plan I would like to understand the foundation of how the calculation has been reached."

Not sure what this means in terms of our negotiations but I thought I would share!

Shall we meet today?

thanks

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)

Date: Fri, Sep 11, 2020 at 10:21 AM

To: (b) (6), (b) (7)(C)

Sure I am available.

We should probably discuss.

I have some calculations built ut already for the US in a proforma that doesnt get anyone in trouble.

Employee Information Package Acknowledgment

I acknowledge that I have received the Employee Information Package, on the involuntary reduction in force, which was given to me on the date indicated below.

Employee Name (please print)

Manager Name (please print)

Employee Number

Employee Signature

Manager Signature

Date

Date

Send the signed completed form within 24 hours to AskHR (E-MAIL: askhr@xerox.com)

*Copies to: Employee
 Manager*

Involuntary Reduction in Force Employee Information Package

INTRODUCTION:

This document outlines the major areas of importance to you regarding your eligibility for a Severance Payment, benefits and employment status as a result of the Involuntary Reduction in Force. This information should answer most of your questions. Please review it carefully.

Call the Benefits Center at 1-800-428-2203 (prompts 1, 1) for questions about the following:

- Retirement
- Distributions from savings and retirement plans (401(k) and RIGP)
- Health Benefits

Submit questions to AskHR@xerox.com for questions about the following:

- Severance Payment
- Vacation Pay
- Separation Date
- Other areas outlined in this Fact Sheet

NOTICE PERIOD AND SEVERANCE PAYMENT:

The date of your separation notice letter is the first day of your notice period. For most employees, the notice period is 15 days. Employees in some locations may receive a longer notice period to comply with applicable statutory requirements. Some employees may be required to work for part or all of the notice period, based on the needs of the business. If Xerox requires you to work during the notice period and you leave before you are advised your services are no longer required or you do not follow management direction related to your work including any transition of responsibilities, it will be considered a voluntary termination and you forfeit eligibility for a Severance Payment. Xerox may, at its discretion, choose not to provide a notice period.

Provided you execute a release of claims in a form acceptable to Xerox (Release), you will receive your Severance Payment. The Release form is held for seven days from the date it was signed. The Severance Payment is not initiated until after the seven day hold time period. Your Severance Payment will be made by the same method as your pay (direct deposit or check). Following receipt of the completed General Release forms and seven day hold period, the Severance Payment will be paid based on your current pay frequency (bi-weekly, semi-monthly or monthly). **Please note that lump sum severance payments are subject to the supplemental tax rate of 22% per IRS Regulations.**

The amount of your Severance Payment will be calculated using your base salary in effect immediately prior to your notice date. It does not include commissions, shift differential, stipends or similar incentives based on work schedules. Your Severance Payment will be based on your years of service and will be an amount equal to your base salary for the number of weeks set forth in the following Severance Payment Schedule.

A-Level Job Grades		D01 – D04 Job Grades		D05 – D06 Job Grades		E01 – E03 Job Grades	
Years of Service*	Weeks of Severance**	Years of Service*	Weeks of Severance**	Years of Service*	Weeks of Severance**	Years of Service*	Weeks of Severance**
≤1	4	≤1	4	≤1	6	≤1	12
2	4	2	4	2	6	2	13
3	4	3	4	3	6	3	14
4	4	4	5	4	6	4	15
5	5	5	6	5	6	5	16
6	5	6	7	6	7	6	16
7	6	7	8	7	8	7	16
8	6	8	9	8	9	8	16
9	7	9	10	9	10	9	16
10	8	10	11	10	11	10	16
11+	8	11+	12	11+	12	11+	16

* Based on completed years of service, regardless of whether full time or part time.

** Based on Employee Work Week

*** Severance Payments for all employees including Sales Employees are calculated using the employee's base salary.

**** Employees in Puerto Rico may receive a greater Severance Payment if required by law.

If you previously participated in either a VRIF or IRIF, then only your completed years of Xerox service earned subsequent to the prior VRIF or IRIF will be considered.

VACATION PAY:

Xerox will compare the amount of vacation time you have used with the amount of time you have earned and/or paid for (if you purchased vacation time during open enrollment). You will be paid for the current year's earned, but unused, vacation entitlement, including any unused Purchased Vacation Time for which you have already paid. This payment will be made as soon as practicable after your last day of employment. If you purchased vacation time during the annual open enrollment period, your deductions will stop.

Employees who separate from the Company and have used more vacation time than they have earned/paid for are required to reimburse the Company for such excess vacation time as outlined in HR Policy 404.5 ("Vacations").

OTHER EMPLOYMENT:

You may have been required to sign an Employment, Non-Competition & Non-Solicitation Agreement and/or Proprietary Information & Conflict of Interest Agreement at the commencement or during the course of your employment with Xerox. Please be aware of and abide by the terms of such signed agreements, including, but not limited to, any post-employment obligations, such as non-compete and non-solicitation restrictions and non-use and non-disclosure of Xerox confidential information. If you have any questions about your responsibilities, please contact an HR manager.

Please note: If you do accept employment with a Xerox subsidiary, you will be unable to take a distribution of your Retirement Income Guarantee Plan ("RIGP") and 401(k) benefits until you separate from the subsidiary.

VESTING EXTENSION:

Employees who separate through a reduction in force may be eligible to use the vesting extension. With the vesting extension, you can continue to earn vesting service for up to 12 months. There is no Xerox benefit coverage during the vesting extension. You must actively select this option and the vesting extension will end once you reached the milestone.

Vesting service is defined as time worked for the Company that counts toward eligibility to receive a benefit and eligibility for retirement. Vesting service is important at these "milestones":

- Ten years vesting service and at least 55 years of age, to reach retirement eligibility.
- 30 years vesting service (must be at least age 55), so that early retirement reductions for the RIGP formula benefit are calculated from age 62, rather than age 65, which could result in a larger benefit.

These are the only permitted reasons for using the vesting extension. The vesting extension is not automatic. You must request the vesting extension by selecting this option on the Vesting Option Form. This form must be submitted at the same time as your release of claims.

You do not receive any pay during the vesting extension, and there is no Xerox benefit plan coverage during the vesting extension period.

During the vesting extension, you cannot take distributions from your 401(k) savings account and/or RIGP, if applicable.

You should note that the dollar value of your 401(k) savings account and RIGP Transitional Retirement Account (if any) may *increase* or *decrease* during the extension period based on the investment results of the funds, which could go up or down

See Page 6 for instructions regarding how to maintain continuation of the medical, dental, vision, and insurance plans at your own expense during this extension period. For employees bridging, retiree benefits, including medical, dental, and vision coverage, do not take effect until your official retirement date.

BENEFITS:

Coverage ends on termination of employment.

Life Insurance — Coverage ends on termination of employment, though you may voluntarily elect to convert this group plan to an individual plan. Additional information is provided on Page 6.

Disability Plans — Eligibility for disability plans ends at the end of your last day of employment.

Employees on Short-Term Disability when Notified of IRIF - If you are on short-term disability at the time you are notified of the IRIF and if you sign the Release, the Severance Payment will be made after your employment with Xerox terminates. If you receive separation notice while on disability, the notice period will run concurrently with disability. If the notice period occurs after the disability benefit rate is less than 100%, you will receive a separate payment for the difference between notice period pay and disability benefits. Eligibility of employees for disability benefits, and when the employment of employees eligible for disability benefits terminates, differs depending on whether the disability resulting in absence from work began before January 1, 2019 or on or after January 1, 2019. Xerox policies detail these differences (see [HR 502.1](#) "Disability Benefits" and [HR 502.2](#) "When Disability Benefits End").

Business Travel Accident Insurance — Coverage ends on termination of employment.

Tuition Aid — if you were attending classes prior to receiving separation notice, you will be reimbursed for tuition according to the Company's tuition policy even if the semester extends beyond your last day of employment. No tuition reimbursement will be made for classes beginning after the date of separation notice. The service commitment is considered fulfilled for employees separated through a work force surplus program, and no repayment is required.

Vacation — you do not accrue vacation during the separation notice period (unless required to work). If the separation notice period extends into the next calendar quarter, you do not earn vacation entitlement for that quarter, unless required to work through the notice period. If you purchased vacation time during the annual open enrollment period, your deductions will stop, at the end of the notice period. Employees who separate from the Company and have used more than their earned vacation benefit shall reimburse the Company for such excess vacation time as outlined in [HR Policy 404.5](#) ("Vacations").

Guidance Resources (ComPsych) – Coverage ends on termination of employment.

LifeCycle Assistance Program:

- Coverage ends on termination of employment. Childcare charges incurred prior to the end of employment are eligible for reimbursement provided the charges are submitted no later than June 30 following the year in which the charges were incurred.
- **Mortgage Assistance for First Time Home Buyers** — to be eligible, the home closing must have taken place prior to the end of employment. You then have up to six months from the closing date to submit the claim.

- **Extended Household Health Care Benefit** — Eligibility for the Extended Household Health Care Benefit program ends on termination of employment. Extended Household Health Care charges incurred prior to the end of employment are eligible for reimbursement, provided the charges are submitted no later than June 30 following the year in which the charges were incurred.

RELOCATION:

If you have relocated for work within the United States and you receive separation notice within one year of your company paid relocation, shipment of household goods and transportation of you and your immediate family members to either the previous work location or a location of your choice, not to exceed the distance of the former location, will be provided. The one-year period is calculated from the effective date of your position as specified in the offer letter, not the date of your household move, unless an alternate timeframe is agreed upon in advance and noted in the relocation agreement. Such relocation assistance must be elected and completed within 60 days of your termination date. Shipment of household goods and transportation are the only cost elements covered under this practice.

If you have relocated for work outside of the United States on a permanent or temporary basis and you receive a separation notice at any time while on a temporary assignment and within one year of a permanent relocation of your of a company paid relocation, then the company will pay repatriation costs and will provide support for your repatriation back to the United States within 60 days of the termination date and those expenses are not reimbursed from another source. Repatriation costs include the following allowances/reimbursements, the details of which will be explained during your pre-assignment orientation:

- Relocation airfare (per corporate travel policy), ground transportation and reasonable in-transit living expenses of travel.
- Shipment of household goods, including packing, insurance, and customs. The Company will cover the same size household shipment upon repatriation as was paid at the beginning of the assignment.
- Temporary living expenses up to 30 days reimbursement of temporary living expenses if required in either home / host which includes lodging, meals (breakfast and dinner) and incidentals and transportation all in alignment with the Corporate Travel Policy.
- Miscellaneous Relocation Allowance (MRA) – To be applied towards any relocation related expenses that are not reimbursed under specific policy provisions.

END OF THE NOTICE PERIOD AND SEPARATION DATE:

The separation date is the last day of employment. Benefits, where applicable, will also end as of the same date.

BENEFITS FOLLOWING SEPARATION (GENERAL):

As of your separation date, your benefits status with respect to the following plans is the same, whether you retire or terminate.

Distributions from Qualified Plans — Xerox 401(k) Savings and RIGP (as applicable) - Xerox urges you to seek professional advice on the treatment of funds distributed to you after separation. Xerox cannot make any recommendations about investing these funds, or about legal, financial or tax matters. For more information, see Summary Plan Descriptions (SPD's) available on BenefitsWeb at www.XeroxBenefitsWeb.com.

For more information on distribution options, contact the Benefits Center by phone at 1-800-428-2203 (prompts 1, 1) or online at www.XeroxBenefitsWeb.com.

Xerox 401(k) Savings Plan Distributions — you are always 100% vested in your own contributions and any matching contributions to your 401(k) Savings Plan account. Your 401(k) Savings Plan balance can be distributed to you upon your election following your separation date, or you can defer settlement if your balance is more than \$1,000. Plan balances of \$1,000 or less will be paid only in a lump sum and automatically distributed to you if you do not make an election within 90 days of separation.

If you take a lump sum distribution, you may roll it over to an Individual Retirement Account (IRA) or another employer's qualified plan that accepts rollovers. You can purchase an IRA through banks, insurance companies, and other financial institutions. If you request that the Benefits Center make the check payable directly to you, 20% of the total amount will be withheld for federal income taxes as mandated by Federal law. To roll over the entire amount of the distribution, you then would have to replace this 20% from your own funds.

If your account balance is greater than \$1,000 and you *do not* affirmatively elect a distribution, your funds will remain in the trust until you elect to receive a distribution or until April 1 of the year following the year you reach age 70.5, whichever is earlier. You can continue to manage your investments of in the 401 (k) plan through the Xerox Benefit Center. Go online at www.XeroxBenefitsWeb.com, or call 1-800-428-2203, prompts 1, 1.

If you are retirement eligible (55/10) you can take partial distributions or fixed installment payments from your 401(k) account as well as a total distribution. For more information on these distribution options, contact the Benefits Center at 1-800-428-2203 (prompts 1, 1), or go online at www.XeroxBenefitsWeb.com.

Please note: If you accept employment with a Xerox subsidiary, you will be unable to take a distribution of your 401(k) benefit until you separate from the subsidiary.

Retirement Income Guarantee Plan (RIGP) Distributions (if applicable)

If you have a vested RIGP benefit and are considering distribution, you can obtain an estimate of your benefit either by going online at www.XeroxBenefitsWeb.com or call 1-800-428-2203, prompt 1, 1.

If you decide to take your RIGP benefit, you must initiate the distribution process either on BenefitsWeb or call 1-800-428-2203. After initiating the distribution process, you will receive the necessary forms, documents and instructions. You, and your spouse, if you are married must sign an election form to take a lump sum distribution.

If you take a lump sum distribution from RIGP, you may elect to roll-over the lump sum amount without tax withholding to the Xerox 401(k) savings plan for investment in your choice of available funds. Or you can rollover a lump sum distribution to an Individual Retirement Account (IRA) or another employer's qualified plan that accepts rollovers. You can set up an IRA through banks, insurance companies, and other financial institutions. Alternatively, you may elect to have your RIGP benefit paid to you in monthly annuity payments from RIGP: the estimate you obtain (see above) will identify the approximate amount of monthly payments you receive as an annuity. If you request that the Benefits Center make the check directly payable to you, 20% of the total amount will be withheld for federal income taxes as mandated by Federal law. To rollover the entire amount of the distribution, you would have to replace this 20% from your own funds.

If your account balance is greater than \$1,000 and you *do not* affirmatively elect to take your RIGP distribution, your funds will remain in the trust until you elect to receive distribution or until April 1 of the year following the year you reach age 70.5, whichever is earlier.

RETIREMENT SPECIALISTS:

You will be assigned a Retirement Specialist once you start the process to commence your RIGP benefit. Your Retirement Specialist will assist you in managing your transition and serve as your single point of contact for all your Savings and Retirement needs.

Please note: If you do accept employment with a Xerox subsidiary, you will be unable to take a distribution from your Retirement Income Guarantee Plan ("RIGP") account until you separate from the subsidiary. For more information, contact the Benefits Center www.XeroxBenefitsWeb.com or call 1-800-428-2203, prompt 1, 1.

Employee Life Insurance (Basic and Optional) — Life Insurance coverage ends on termination of employment, although death benefits are payable if death occurs during the 31-day conversion period following the end of employment. You have the option to convert your Basic and Optional Life Insurance, subject to the 31-day limit. In order to obtain a conversion application please contact Prudential at 1-800-778-3827.

Accident Insurance and Dependent Life Insurance — Life Insurance coverage ends on termination of employment, although death benefits are payable if death occurs during the 31-day conversion period following the end of employment. You have the option to convert your Basic and Optional Life Insurance, subject to the 31-day limit. In order to obtain a conversion application please contact Prudential at 1-800-778-3827.

Flexible Spending Account (FSA) for Health Care and/or Dependent Care Accounts —

You can no longer contribute to your FSA account on a tax-free basis once your employment ends. If you elected to put money in an FSA for pre-tax reimbursement of health care and/or dependent care related expenses, only claims incurred between January 1 and your **last day of employment** are eligible for reimbursement. Claims must be submitted no later than June 30 of the year after the plan year for which the expense was incurred. Federal regulations require forfeiture of any unused balance.

Health Savings Account — You can no longer contribute to your Health Savings Account on a tax-free basis once your employment ends. However, you can continue to use the account for qualified health care expenses. Unlike a Health care FSA, unused funds in your Health Savings Account at the end of the year remain in your account to pay for future health care expenses. You can take all the money in your account with you if you change employers or retire.

Xerox 401(k) Loans -- at the end of employment, the loan(s) must be repaid in full. If not repaid within 90 days from separation and prior to distribution, it will be treated as a loan default and plan distribution subject to ordinary taxes plus a 10% tax penalty. The additional tax does not apply to individuals over age 59-1/2 or to individuals who have terminated employment after the beginning of the year in which they reach age 55.

COBRA: Continuation of Health Care (includes medical, dental, vision, and EAP) — your employee health care benefits end on your last day of employment; but you can voluntarily continue the coverage through the Consolidated Omnibus Budget Reconciliation Act (COBRA). Under this option, you would be responsible for paying the monthly premium. In certain circumstances, Federal law allows you and/or your spouse (and/or your eligible dependents) to continue health care coverage without interruption under the Xerox plan for up to 18 months (or longer when multiple qualifying events occur or when an individual is determined to have been disabled during the first 60-day period of COBRA coverage). This continuation of coverage consists of medical, dental, vision, Flexible Spending Account for health care and the Employee Assistance Program (EAP). The monthly premium will be the Xerox group rates that are in effect at the time of your separation, though subject to change, plus 2 percent. An election form with more information about the continuation coverage will be mailed to your home mailing address within 30 days after your separation from Xerox.

HEALTH BENEFITS FOLLOWING RETIREMENT:

Health Care Coverage under RightOpt — Eligible Retirees and their eligible dependents will have access to individual health insurance coverage through RightOpt, a private health insurance exchange that Xerox has partnered with.

- You will receive a RightOpt enrollment package once your retirement has been processed.
- Call 1-855-346-5171 8 am – 8 pm ET Monday-Friday to speak with an Enrollment Advocate
- Visit the website: www.RightOptRetiree.com/Xerox
- RightOpt plans can only be effective on the first of the month. If your retirement date is other than the first of the month, you might need to enroll in COBRA to cover the gap between the end of your active medical plan and your RightOpt plan. You can utilize COBRA for a maximum of 60 days until your RightOpt plan is effective. You must sign up for the RightOpt plan first. If you need COBRA coverage during the gap, you have 60 days from your last day of employment to sign up for COBRA. Once your RightOpt plan takes effect, you must cancel your enrollment in COBRA.

Retirees who choose not to elect RightOpt coverage at retirement and eligible non-retirees who choose not to begin RightOpt coverage at separation must provide proof of loss of benefit coverage from a non-Xerox source to opt in later.

Social Security — if you are age 62 or older, or are within six months of your 62nd birthday, you may want to contact your local Social Security Administration office for information on how to apply for Social Security benefits.

UNEMPLOYMENT COMPENSATION:

The laws regarding unemployment benefits vary by state. Employees should contact their state unemployment compensation office to determine eligibility.

REDEPLOYMENT:

It is not expected that employees affected by this reduction in force will be redeployed (returned to Xerox in a different position). In the event that redeployment is offered during the separation notice period, employees will be considered to have resigned, and will not have the opportunity to receive a Severance Payment if they refuse a position (1) for which they are qualified or have transferable skills or competencies, (2) that does not result in a salary decrease of 30% or more and (3) does not require a commute more than 50 miles farther than to the previous work location.

REHIRE FOLLOWING SEPARATION DUE TO REDUCTION IN FORCE:

There is no formal recall or rehire rights extended to affected employees and Xerox does not foresee any opportunities for rehire under any condition, including contract, consulting or third-party arrangements. Xerox policy does not permit rehire (or retention as a consultant, independent contractor, or staffing firm contract worker) until one year following the separation date. In addition, Xerox policy prohibits the rehiring (or retention as a consultant, independent contractor, or staffing firm contract worker) of any employee who has taken a 401(k) or pension distribution. The Corporate Vice President, Human Resources for Xerox Corporation must approve any exception to Xerox's rehire policy.

PRIORITY OF INFORMATION:

In case there are inconsistencies or ambiguities relating to the terms and conditions of this reduction in force, they shall be resolved by reference to the following sources in this order: (1) Xerox benefit plan documents; (2) summary plan descriptions; (3) Xerox human resources policies; (4) this information package for employees; and (5) written communications from Xerox Human Resources representatives and line management.

The plans summarized in this document are subject to change. This document does not create a contract between Xerox and any employee. In order to meet its needs under changing conditions, the Company, at its discretion, may at any time terminate or change any of these plans or the statements made in this document. In the event of a discrepancy between the information contained in this document and the official benefits plans, the plans shall be controlling.

RELEASE:

You must sign a release of claims against the Company (attached) as a condition of receipt of a Severance Payment. You have 45 days from the date it is made available (the date of your separation notice letter) to consider this Release before executing it. You can revoke it any time during the seven-day period after signing it. You should consult with your own lawyer before signing.

You will not receive a Severance Payment until after a signed Release is submitted.

The Older Workers Benefits Protection Act of 1990 requires that certain information regarding this program be made available to you while you consider whether to release any claims you might have under the Age Discrimination in Employment Act (ADEA). This information consists of (1) the class, unit or group of employees covered by the program and any eligibility factors and applicable time limits, and (2) the job titles and ages of all employees eligible or selected for the program, and the ages of all individuals in the same job classification or organizational unit who are not eligible or selected for the program. This information will be provided to you with the Release.

**ADDENDUM FOR BONUS-ELIGIBLE EMPLOYEES
AND LONG-TERM INCENTIVE STOCK AWARD PARTICIPANTS**

(APPENDIX A)

This addendum provides information for employees who participate in their organization's bonus plan, incentive plan and / or Long-Term Incentive awards.

Bonus Plan Participation:

Xerox's bonus plans typically provide that an employee will not be eligible for a bonus if they are not employed by Xerox at the time of the bonus payout.

Long-Term Incentive Awards:

Restricted Stock Units, Performance Share Units and Stock Options (as applicable):

If you received Restricted Stock Units, Performance Shares, or Stock Options, your grant(s) will be subject to the terms and conditions stated in the Award Agreement that was delivered with your award. In summary, recipients who are involuntarily terminated for any reason other than for Cause, as defined in the Award Agreement, or who are retirement eligible per the terms of the Award Agreement generally will receive a prorated number of shares based on actual full months of service, subject to signing a release. Vesting will occur on the *original vesting date*. You are not eligible to receive new awards.

Please contact AskHR@xerox.com to update your personal email address. This will allow Morgan Stanley (our stock plan services administrator) to communicate with you via email.

For more information about your stock awards, please refer to the Award Agreement sent with the grant. Review your awards at www.stockplanconnect.com or call Morgan Stanley at 1-877-771-2554. You will need your Social Security Number to speak with a customer service representative. **Note: If there are differences between this summary and the legal Plan Documents, the legal Plan Documents will govern.**

**ADDENDUM FOR UNFUNDED RETIREMENT INCOME
GUARANTEE PLAN (URIGP) PARTICIPANTS**

(APPENDIX B)

This addendum provides information for employees who may be eligible to receive an Unfunded Retirement Income Guarantee Plan (URIGP) benefit when they leave Xerox. URIGP is a plan designed to provide supplemental retirement income to employees whose pay exceeds government limits under the regular RIGP plan, and therefore, cannot be included in determining their RIGP benefit. This plan is considered unfunded because Xerox provides this benefit outside of the tax-qualified RIGP, which must adhere to government limits on benefits for highly paid employees. The Unfunded RIGP benefit is an ordinary liability of Xerox that does not have the government protections of the qualified RIGP benefit. Section 409A of the Internal Revenue Code affects the timing of when payments can begin.

Unfunded RIGP is designed to provide additional retirement income for pay that exceeds government limits under the qualified RIGP, and therefore, cannot be included in determining your RIGP benefit. This portion of your benefit is unfunded because Xerox provides this benefit outside of the qualified RIGP. The Unfunded RIGP benefit is an ordinary liability of Xerox that does not have the government protections of your qualified RIGP benefit.

The chart that follows summarizes how Section 409A of the Code affects when your Unfunded RIGP benefit begins and the timing for electing a form of payment.

Employee's Status	Unfunded RIGP Payment Rules
Retiring From Xerox	<p>Your Unfunded RIGP benefit will be paid as follows:</p> <ul style="list-style-type: none">• Payment will commence approximately six months following retirement (retirement for this purpose begins the first day following your last day of active employment.)• Your benefit will be determined as of the first of the month following your date of retirement. However, since monthly payments will not commence until six months after retirement, you will get a single payment equal to seven monthly payments-- six monthly payments for the time period that has elapsed since retirement and a monthly payment for the current month (note; for administrative reasons the first URIGP payment may not occur until seven months following retirement – in that case it will include eight monthly payments. Thereafter, you will begin to receive your Unfunded RIGP benefit on a monthly basis. Unfunded RIGP benefits are paid at the end of the month. <p>Please note that this change in the Unfunded RIGP commencement date has no impact on RIGP benefits.</p>
Leaving Xerox Before You're Retirement Eligible	<p>Your Unfunded RIGP benefit will be calculated at your date of termination and will be payable after you reach age 55 or approximately six months from the first of the month following your date of termination, if later.</p>

If you have questions about the effect on your Unfunded RIGP benefit, call the Benefits Center at 1-800-428-2203 (prompts 1, 1) (TTY call your local relay service). Representatives are available Monday through Friday from 9:00 a.m. to 6:00 p.m. Eastern time.

U.S.: Where Do I Go For Help?



Ask HR (formerly ESC Tier 1 support)

HR Services: Home address changes; Work/reporting location changes; Time reporting; W2/W4 inquiries; Garnishments; Admin changes; Disability; Subpoena; Voluntary/involuntary term processing/exit packages; RFA processing; Missing pay/adj; Unemployment; Sales comp splits

Email: AskHR@xerox.com

Benefits Support

Health and Welfare Benefits: Open Enrollment; Coverage Eligibility; Medical; Dental; Vision; Disability; Life insurance; AD&D; Vacation purchase; QMSCOs; Death notifications

Pension and Savings Benefits: RIGP and 401(k) balances; 401(k) fund transfers and loans; distributions; retirement projections.

Hours: Monday-Friday, 8am–8pm ET

Tel: 1-800-428-2203, prompts 1 then 1

FAX: 1-855-818.3246

URL: https://secure.globalhrservices.ca/rightopt_xerox/userlogin.aspx

Login: **First time:** SSN & DOB

Note: Select contact us in upper righthand corner to request support

Email: XeroxBenefitsCenter@conduent.com

Address:
Xerox Benefits Center
Benefits – P.O. Box 5264,
Cherry Hill, NJ 08034-5264
HR – P.O. Box 5263,
Cherry Hill, NJ 08034-5263

QDROS

Qualified Domestic Relations Orders:

Tel: 1-877-824-4298

HR Business Ops Support (Tier 2)

HRBOS: Providing advice and counsel to managers to address Employee Relations issues. Major solution offerings: Management consultation, Policy interpretation; Ethics/policy investigations, Salary analyses/job offers, Employee advocacy, Work restrictions

Tel: 1-800-428-2203, prompts 1 then 3 then 4

Email: USA.HR.Operations@xerox.com

Hours: M–F, 8 am–4 pm all time zones

Xerox Staffing Admin Center (XSAC)

XSAC, also known as Talent Acquisition: External and temp-to-perm offer support; New hire onboarding and orientation

Email: XeroxStaffingAdminCenter@xerox.com

- Global Careers @Xerox: [Global Careers Site](#)

Employment Verification

Verification of Employment: For banks, landlords or lending institutions as authorized by the employee. (Xerox ID: 10769)

Tel: 1-800-367-2884

URL: www.theworknumber.com

Login: Login: S3 including the US

Default Password: Last 4 digits of SSN and year of birth (YYYY) – 8 digits total

Tuition Aid

URL: [Concur](#)

Email: USATAProgram@xerox.com

Xerox Integrated Absence Program

XIAP: Absences due to injury, illness or disability lasting more than 5 days; leaves of absence for family / medical reasons; work related illnesses or injuries.

Tel: 1-800-753-5331

URL: claimlookup.com

For submitting documentation:

Fax: 1-800-921-2758

Email: XIAPmail@SedgwickCMS.com
(to be used **only** to support disability claim)

To report new work restrictions and/or accommodations, please contact the XIAP:

Tel: 1-800 753-5331, prompt 7

Xerox Emp Assistance Program

Xerox Employee Assistance Program & Work-Life Services (XEAP): Elder / dependent adult & child care; Adoption; Educational resources; Pre-retirement info; Legal & financial services; Counseling; Mental health/substance abuse

Salaried Employees:

- **Guidance Resources:** 1-877-335-6031
- **URL:** www.guidanceresources.com

Retirees and Union **ONLY:**

- **Tel:** 1-800-806-2064
- **Participants enrolled in Cigna Medical Plan:** www.mycigna.com
- **All Others (including opt-outs):** www.cigna.com/xerobenefits

Xerox Websites

myXerox: Direct deposit, Pay statement, eTIME, W2, Update name and address, W-4 tax information. Go to [myXerox](#) and select "For Me" and click on appropriate links. (You must be in a Xerox location or XEAned in for these links to work.)

Corporate Forms Website: Find all US-based forms: http://cregs.apps.mc.xerox.com/form_search/

Employee Discounts: xerox.sharepoint.com/sites/TheHub/en/company/Pages/Employee%20Discounts.aspx

Xerox HR: https://xerox.sharepoint.com/teams/Global_HR/SitePages/Global_HR_Portal.aspx

Financial Services

URL: <https://xerox.sharepoint.com/teams/financialservices/payroll/SitePages/XeroxHome.aspx>

AMEX / Concur Inquiries

URL: Click on The Hub. From the Resources tab, click on Concur

Email: Concur@xerox.com

P-card Inquiries

Email: corporatepurchasingcard@xerox.com

Check Request or PO Assistance URL: [Click here](#)

iProcurement

URL: https://www.orcl-01.world.xerox.com:8900/OA_HTML/AppsLogin

Travel

Support: <mailto:travel@xerox.com>

Travel & Meetings: <https://xerox.sharepoint.com/teams/TM/SitePages/XeroxHome.aspx>

Other

LifeCycle Assistance: Child care subsidy; extended household health care; mortgage assistance (1st time home buyers): payroll.lifecycle@xerox.com

Adoption Assistance: Refer to [HR Policy 504.1](#)
Employee Crisis Management Hotline:

Tel: 1-800-956-7692

Ethics Helpline

Tel: 1-866-XXR-0001

Corporate Policies

URL: [Click here](#)

Violence in the Workplace Helpline

Tel: 1-866-482-7928

Morgan Stanley: Stock awards (SSN + PIN # required)

Tel: 1-877-771-2554

URL: www.stockplanconnect.com/

Xerox site: <https://xerox.sharepoint.com/teams/stockawards/SitePages/StockAwards.aspx>

From: [Scaffidi, Stephanie](#)
To: [Grady Hepworth](#)
Subject: RE: 27-CA-268790 - Evidence, Evidence, Evidence, Evidence, Evidence, Evidence, Evidence, Evidence, Evidence, Evidence, Evidence
Date: Wednesday, December 2, 2020 11:52:00 AM

I have finished (b) (6), (b) (7)(C), (b) (7)(D) and have some follow-up questions. Please let me know when you and he are available this week.

Stephanie

From: Grady Hepworth <ghepworth@idalawyer.com>
Sent: Tuesday, December 1, 2020 2:13 PM
To: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>
Subject: FW: 27-CA-268790 - Evidence, Evidence, Evidence, Evidence, Evidence, Evidence, Evidence, Evidence, Evidence, Evidence, Evidence

Stephanie,

Thank you again for your time (b) (6), (b) (7)(C), (b) (7)(D) regarding (b) (6), (b) (7)(C) charge. Per your request, we have uploaded the two sets of email threads, as well as the "Reduction in Workforce" documents (b) (6), (b) (7)(C) received.

Please reach out if I missed any other documents (b) (6), (b) (7)(C) referenced (b) (6), (b) (7)(C), (b) (7)(D)

J. Grady Hepworth—Hepworth Law Offices

ISB No. 10364 | Physical: 2229 West State Street, Boise, ID 83702 | Mailing: PO Box 2815 Boise, ID 83701-2815 | Telephone: (208) 333-0702 | Fax: (208) 246-8655 | Email: ghepworth@idalawyer.com

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From: NLRBRegion27@nlrb.gov <e-Service@service.nlrb.gov>
Sent: Tuesday, December 1, 2020 2:07 PM
To: Grady Hepworth <ghepworth@idalawyer.com>
Subject: RE: 27-CA-268790 - Evidence, Evidence, Evidence, Evidence, Evidence, Evidence, Evidence, Evidence, Evidence, Evidence, Evidence

Confirmation Number: 1065120651

You have successfully accomplished the steps for E-Filing document(s) with the NLRB Region 27, Denver,

Colorado. This E-mail notes the official date and time of the receipt of your submission. Please save this E-mail for future reference.

Date Submitted: Tuesday, December 1, 2020 2:06 PM (UTC-07:00) Mountain Time (US & Canada)

Regional, Subregional Or Resident Office: Region 27, Denver, Colorado

Case Name: Xerox Corporation

Case Number: 27-CA-268790

Filing Party: Charging Party

Name: John Hepworth

Email: ghepworth@idalawyer.com

Address: P.O 2815
Boise ID 83701

Telephone: (208) 333-0702

Fax: (208) 246-8655

Attachments: Evidence: 9.7.20 Email Thread with Meeting Minutes from (b) (6), (b) (7) to Xerox.pdf
Evidence: Personal Emails thread.pdf
Evidence: E1_EE IRIF Information Package.pdf
Evidence: E2_Expense Report.pdf
Evidence: E3_Employee General Documents.pdf
Evidence: E4_Proprietary.pdf
Evidence: ME1_Notification Letter15DayNonWorking.pdf
Evidence: ME2_General Release IRIF 45 Day.pdf
Evidence: ME3_Reduction In Force Input Document.pdf
Evidence: ME4_Acknowledgement Letter.pdf
Evidence: RR_Xerox_6 month program.pdf

Your account profile is saved in the **NLRB My Account Portal**. [Click here](#) to view your account information, the cases and inquiries you are a party to and any of your previous E-Filings with the NLRB. You will also be able to E-File additional documents to your cases or inquiries. You will use Account No. **1-2837636422** and the email address you used to file your cases or inquiries to access your account. When you use this link to E-File documents your contact information will be pre-populated on the E-Filing page, so that you do not have to reenter your information.

DO NOT REPLY TO THIS MESSAGE. THIS IS A POST-ONLY NOTIFICATION.
MESSAGES SENT DIRECTLY TO THE EMAIL ADDRESS LISTED ABOVE WILL NOT BE READ.

Name	Role	Phone Number	Email Address
(b) (6), (b) (7)(C)			

From: [Grady Hepworth](#)
To: [Scaffidi, Stephanie](#)
Subject: RE: (b) (6), (b) (7)(C), (b) (7)(D)
Date: Wednesday, December 16, 2020 7:52:01 PM
Attachments: [Contact List.pdf](#)

I have uploaded the attached contact list via e-portal.

Have a good evening.

J. Grady Hepworth—Hepworth Law Offices

ISB No. 10364 | Physical: 2229 West State Street, Boise, ID 83702 | Mailing: PO Box 2815 Boise, ID 83701-2815 | Telephone: (208) 333-0702 | Fax: (208) 246-8655 | Email: ghepworth@idalawyer.com

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From: Scaffidi, Stephanie <Stephanie.Scaffidi@nrlb.gov>
Sent: Wednesday, December 16, 2020 5:04 PM
To: Grady Hepworth <ghepworth@idalawyer.com>
Subject: RE: (b) (6), (b) (7)(C), (b) (7)(D)

Your objection is noted.

Be advised that if the case were to go to trial, any and all statements we have will be produced to the Employer upon request following direct examination. (b) (6), (b) (7)(C), (b) (7)(D)

(b) (6), (b) (7)(C), (b) (7)(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C), (b) (7)(D)

Stephanie

From: Grady Hepworth <ghepworth@idalawyer.com>
Sent: Wednesday, December 16, 2020 4:54 PM
To: Scaffidi, Stephanie <Stephanie.Scaffidi@nrlb.gov>
Subject: RE: (b) (6), (b) (7)(C), (b) (7)(D)

Stephanie,

(b) (6), (b) (7)(C), (b) (7)(D)

written.

I have uploaded (b) (6), (b) (7)(C), (b) (7)(D) to the online portal. We would request the opportunity to (b) (6), (b) (7)(C), (b) (7)(D).

I will upload the contact information (b) (6), (b) (7)(C) has in (b) (6), (b) (7)(C) possession as soon as possible. I believe most are still employees with Xerox.

J. Grady Hepworth—Hepworth Law Offices

ISB No. 10364 | Physical: 2229 West State Street, Boise, ID 83702 | Mailing: PO Box 2815 Boise, ID 83701-2815 | Telephone: (208) 333-0702 | Fax: (208) 246-8655 | Email: ghepworth@idalawyer.com

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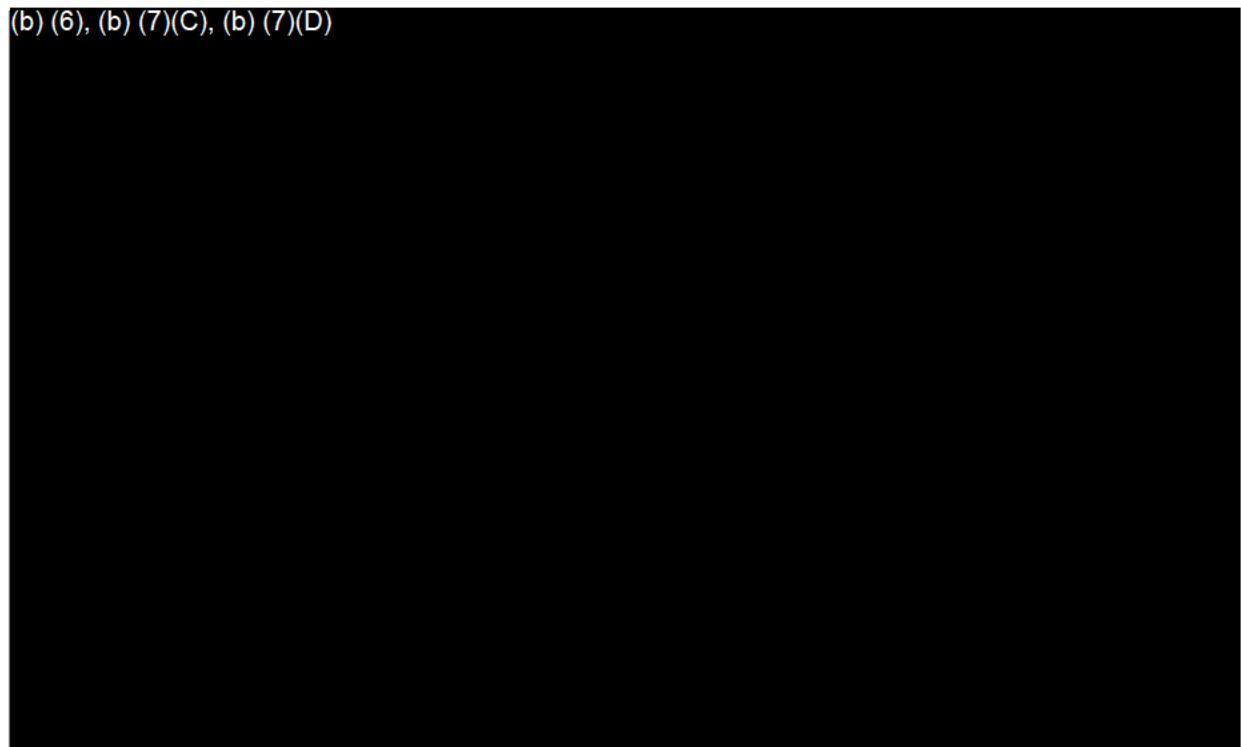
From: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>

Sent: Wednesday, December 16, 2020 1:40 PM

To: Grady Hepworth <ghepworth@idalawyer.com>

Subject: RE: (b) (6), (b) (7)(C), (b) (7)(D)

(b) (6), (b) (7)(C), (b) (7)(D)



I need (b) (6), (b) (7)(C) contact information as soon as possible.

Stephanie

From: Grady Hepworth <ghepworth@idalawyer.com>
Sent: Wednesday, December 16, 2020 12:43 PM
To: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>
Subject: RE: (b) (6), (b) (7)(C), (b) (7)(D)

Yes, I can get contact information for you.

Can you again be more specific about (b) (6), (b) (7)(C), (b) (7)(D) We take such allegations very seriously.

J. Grady Hepworth—Hepworth Law Offices

ISB No. 10364 | Physical: 2229 West State Street, Boise, ID 83702 | Mailing: PO Box 2815 Boise, ID 83701-2815 | Telephone: (208) 333-0702 | Fax: (208) 246-8655 | Email: ghepworth@idalawyer.com

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From: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>
Sent: Wednesday, December 16, 2020 12:03 PM
To: Grady Hepworth <ghepworth@idalawyer.com>
Subject: RE: (b) (6), (b) (7)(C), (b) (7)(D)

The Director has access to the entire file. The Board's process requires that changes to an affidavit be memorialized and reflected on the affidavit itself. (b) (6), (b) (7)(C), (b) (7)(D)
(b) (6), (b) (7)(C), (b) (7)(D)

Do you plan to provide contact information for (b) (6), (b) (7)(C) as corroborating witnesses?

Stephanie

From: Grady Hepworth <ghepworth@idalawyer.com>
Sent: Wednesday, December 16, 2020 11:51 AM
To: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>
Subject: RE: (b) (6), (b) (7)(C), (b) (7)(D)

Ms. Scaffidi,

(b) (6), (b) (7)(C), (b) (7)(D)

As far as the process you foresee. We would like to (b) (6), (b) (7)(C), (b) (7)(D)

(b) (6), (b) (7)(C), (b) (7)(D)

(b) (6), (b) (7)(C), (b) (7)(D). Do you agree?

J. Grady Hepworth—Hepworth Law Offices

ISB No. 10364 | Physical: 2229 West State Street, Boise, ID 83702 | Mailing: PO Box 2815 Boise, ID 83701-2815 | Telephone: (208) 333-0702 | Fax: (208) 246-8655 | Email: ghepworth@idalawyer.com

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From: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>

Sent: Wednesday, December 16, 2020 11:41 AM

To: Grady Hepworth <ghepworth@idalawyer.com>

Subject: RE: (b) (6), (b) (7)(C), (b) (7)(D)

Grady,

(b) (6), (b) (7)(C), (b) (7)(D)

(b) (6), (b) (7)(C), (b) (7)(D)

The case will be submitted to the Regional Director for the purpose of deciding the threshold question of whether (b) (6), (b) (7)(C) is either a statutory supervisor or managerial employee. If (b) (6), (b) (7)(C) is found to be a statutory supervisor or manager, (b) (6), (b) (7)(C) activities on behalf of other employees would not constitute protected concerted activity. Moreover, the discharge of a supervisor for engaging in union or concerted activities is lawful. Parker-Robb Chevrolet, 262 NLRB 402 (1982). Even if a supervisor's discharge would have "incidental or secondary effect" on employees' Section 7 rights, the supervisor's discharge would not be unlawful. Id. In Parker-Robb, the Board carved out three

exceptions to the general holding that a supervisor's discharge is not unlawful under the NLRA: (1) where a supervisor is discharged for giving testimony adverse to the Employer in a Board proceeding or in a contractual grievance proceeding; (2) where a supervisor is discharged for refusing to commit an unfair labor practice; and (3) where a supervisor is discharged for failing to prevent unionization of employees. Additionally, the Board has recognized a fourth exception, as noted in the cases you cite: where a supervisor, who him/herself has not engaged in union or protected concerted activities, but whose relative has and the supervisor's discharge is motivated by an attempt to retaliate against the supervisor's relative. None of these exceptions are present in the instant case. Contrary to your assertion, the Employer's changes to the Compensation Plan are not a unilateral change as that term is used under Section 8(a)(5) of the Act. Thus, the allegation that (b) (6), (b) (7)(C) was discharged for engaging in protected concerted activities will only be viable if (b) (6), (b) (7)(C) is found to not be a statutory supervisor or managerial employee.

Stephanie Stroup Scaffidi

Field Examiner

National Labor Relations Board, Region 27

Byron Rogers Federal Building

1961 Stout Street, Suite 13-103

Denver, CO 80294

Direct: 720-598-7388

Main: 303-844-3551

Fax: 303-844-6249

From: Grady Hepworth <ghepworth@idalawyer.com>

Sent: Wednesday, December 16, 2020 8:55 AM

To: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>

Subject: RE (b) (6), (b) (7)(C), (b) (7)(D)

Stephanie,

My sincere apologies. I don't know why my earlier email did not send. Here is a copy of (b) (6), (b) (7)(C), (b) (7)(D). Please confirm receipt.

J. Grady Hepworth—Hepworth Law Offices

ISB No. 10364 | Physical: 2229 West State Street, Boise, ID 83702 | Mailing: PO Box 2815 Boise, ID 83701-2815 | Telephone: (208) 333-0702 | Fax: (208) 246-8655 | Email: ghepworth@idalawyer.com

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From: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>
Sent: Wednesday, December 16, 2020 8:53 AM
To: Grady Hepworth <ghepworth@idalawyer.com>
Subject: RE: (b) (6), (b) (7)(C), (b) (7)(D)

(b) (6), (b) (7)(C), (b) (7)(D) by Friday, 12/18.

Stephanie

From: Scaffidi, Stephanie
Sent: Monday, December 14, 2020 10:04 AM
To: Grady Hepworth <ghepworth@idalawyer.com>
Subject: RE: (b) (6), (b) (7)(C), (b) (7)(D)

Please send it to me.

From: Grady Hepworth <ghepworth@idalawyer.com>
Sent: Monday, December 14, 2020 9:53 AM
To: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>
Subject: Re: (b) (6), (b) (7)(C), (b) (7)(D)

Sorry, I should not have said attached. Do you want me to send to you first, or electronically file?

Grady

Get [Outlook for iOS](#)

From: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>
Sent: Monday, December 14, 2020 9:03:26 AM
To: Grady Hepworth <ghepworth@idalawyer.com>
Subject: RE: (b) (6), (b) (7)(C), (b) (7)(D)

Nothing was attached to your email.

From: Grady Hepworth <ghepworth@idalawyer.com>
Sent: Sunday, December 13, 2020 1:27 PM
To: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>
Subject: RE: (b) (6), (b) (7)(C), (b) (7)(D)

Stephanie,

I have (b) (6), (b) (7)(C), (b) (7)(D) attached. Do I need to upload it via efile, or do the redlines go directly to

you?

J. Grady Hepworth—Hepworth Law Offices

ISB No. 10364 | Physical: 2229 West State Street, Boise, ID 83702 | Mailing: PO Box 2815 Boise, ID 83701-2815 | Telephone: (208) 333-0702 | Fax: (208) 246-8655 | Email: ghepworth@idalawyer.com

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From: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>

Sent: Tuesday, December 8, 2020 3:29 PM

To: Grady Hepworth <ghepworth@idalawyer.com>

Subject: RE: Affidavit

(b) (6), (b) (7)(C), (b) (7) will have to make the changes (b) (6), (b) (7)(C), (b) (7)(D). Once the changes are made, let's reconvene to discuss prior to (b) (6), (b) (7)(C), (b) (7)(D) so that I can ask any questions that I might have based on (b) (6) changes.

Stephanie

From: Grady Hepworth <ghepworth@idalawyer.com>

Sent: Tuesday, December 8, 2020 3:27 PM

To: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>

Subject: RE: Affidavit

Thank you! That will help a lot. Do file the final document via e-file? Is there anything special I need to do to protect its confidentiality?

J. Grady Hepworth—Hepworth Law Offices

ISB No. 10364 | Physical: 2229 West State Street, Boise, ID 83702 | Mailing: PO Box 2815 Boise, ID 83701-2815 | Telephone: (208) 333-0702 | Fax: (208) 246-8655 | Email: ghepworth@idalawyer.com

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From: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>
Sent: Tuesday, December 8, 2020 1:47 PM
To: Grady Hepworth <ghepworth@idalawyer.com>
Subject: RE: Affidavit

Attached is (b) (6), (b) (7)(C), (b) (7)(D). (b) (6), (b) (7)(C), (b) (7)(D) I am available today to discuss.

Stephanie

From: Grady Hepworth <ghepworth@idalawyer.com>
Sent: Tuesday, December 8, 2020 1:41 PM
To: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>; (b) (6), (b) (7)(C), (b) (7)(D)
Subject: RE: Affidavit

Stephanie,

Are you available to talk at all today? (b) (6), (b) (7)(C), (b) (7)(D)
(b) (6), (b) (7)(C), (b) (7)(D)
(b) (6), (b) (7)(C), (b) (7)(D)

J. Grady Hepworth—Hepworth Law Offices

ISB No. 10364 | Physical: 2229 West State Street, Boise, ID 83702 | Mailing: PO Box 2815 Boise, ID 83701-2815 | Telephone: (208) 333-0702 | Fax: (208) 246-8655 | Email: ghepworth@idalawyer.com

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From: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>
Sent: Friday, December 4, 2020 11:25 AM
To: (b) (6), (b) (7)(C), (b) (7)(D) Grady Hepworth <ghepworth@idalawyer.com>
Subject: Affidavit

Please see the attached cover letter and affidavit.

Stephanie Stroup Scaffidi

Field Examiner

National Labor Relations Board, Region 27

Byron Rogers Federal Building
1961 Stout Street, Suite 13-103
Denver, CO 80294
Direct: 720-598-7388
Main: 303-844-3551
Fax: 303-844-6249

From: [Scaffidi, Stephanie](#)
To: [\(b\) \(6\), \(b\) \(7\)\(C\)@xerox.com](#); [\(b\) \(6\), \(b\) \(7\)\(C\)@xerox.com](#)
Subject: Xerox Corporation, 27-CA-268790
Date: Friday, January 8, 2021 6:33:50 PM
Attachments: [CHG.27-CA-268790.SignedChargeAgainstEmployer_Wiz \(3\).pdf](#)
[DCK.27-CA-268790.Letter to Employer in CA case.docx](#)

(b) (6), (b) (7)(C)

The referenced charge was filed in on 11/9/2020 by your former employee, (b) (6), (b) (7)(C). Because no email address or Employer representative was listed on the face of the charge, we sent notice of the charge via US mail without listing an addressee. Attached is a copy of the charge and the docket letter.

I obtained your email addresses through documents that (b) (6), (b) (7)(C) attorney submitted during the investigation. I am sending this email to you in the hopes that you will direct me to the person who will be Xerox Corporation's representative in this matter.

Please let me know who I should contact about the charge allegations.

Stephanie Stroup Scaffidi

Field Examiner

National Labor Relations Board, Region 27

Byron Rogers Federal Building

1961 Stout Street, Suite 13-103

Denver, CO 80294

Direct: 720-598-7388

Main: 303-844-3551

Fax: 303-844-6249

INTERNET
FORM NLRB-501
(2-08)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER**DO NOT WRITE IN THIS SPACE**

Case

Date Filed

27-CA-268790

11/9/2020

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHTa. Name of Employer
Xerox Corporationb. Tel. No.
(800) 428-2203

c. Cell No.

f. Fax No.

d. Address (Street, city, state, and ZIP code)

800 Phillips Rd
NY Webster 14580-____

e. Employer Representative

g. e-Mail

h. Number of workers employed
1i. Type of Establishment (factory, mine, wholesaler, etc.)
Technology

j. Identify principal product or service

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) g of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

--See additional page--

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

(b) (6), (b) (7)(C)

Title:

4a. Address (Street and number, city, state, and ZIP code)

(b) (6), (b) (7)(C)

4b. Tel. No. (b) (6), (b) (7)(C)

4c. Cell No. (b) (6), (b) (7)(C)

4d. Fax No.

4e. e-Mail

(b) (6), (b) (7)(C)

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)**6. DECLARATION**

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By _____
(signature of representative or person making charge)

(b) (6), (b) (7)(C)

Title: _____
(Print/type name and title or office, if any)

Tel. No.

(b) (6), (b) (7)(C)

Office, if any, Cell No.

(b) (6), (b) (7)(C)

Fax No.

e-Mail

(b) (6), (b) (7)(C)

Address

(b) (6), (b) (7)(C)

11/9/2020 19:25:28
(date)**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)****PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

Basis of the Charge

8(a)(1)

Within the previous six months, the Employer discharged an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, discussing wages and/or other terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

Name of employee discharged	Approximate date of discharge
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2020

8(a)(1)

Within the previous six months, the Employer disciplined or retaliated against an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, discussing wages, hours, or other terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

Name of employee disciplined/retaliated against	Type of discipline/retaliation	Approximate date of discipline/retaliation
(b) (6), (b) (7)(C)	Determined Job was to be redundant.	(b) (6), (b) (7)(C) 2020



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 27
Byron Rogers Federal Office Building
1961 Stout Street, Suite 13-103
Denver, CO 80294

Agency Website: www.nlr.gov
Telephone: (303)844-3551
Fax: (303)844-6249



Download
NLRB
Mobile App

November 10, 2020

Xerox Corporation
800 Phillips Rd.
Webster, NY 14580

Re: Xerox Corporation
Case 27-CA-268790

Dear Sir or Madam:

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Examiner STEPHANIE SCAFFIDI whose telephone number is (720)598-7388. If this Board agent is not available, you may contact Supervisory Field Examiner MATTHEW S. LOMAX whose telephone number is (720)598-7405.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlr.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent and providing all relevant documentary evidence requested by the Board agent.

Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

We will not honor requests to limit our use of position statements or evidence. Specifically, any material you submit may be introduced as evidence at a hearing before an administrative law judge regardless of claims of confidentiality. However, certain evidence produced at a hearing may be protected from public disclosure by demonstrated claims of confidentiality.

Further, the Freedom of Information Act may require that we disclose position statements or evidence in closed cases upon request, unless an exemption applies, such as those protecting confidential financial information or personal privacy interests.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

Prohibition on Recording Affidavit Interviews: It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

Correspondence: All documents submitted to the Region regarding your case MUST be filed through the Agency's website, www.nlr.gov. This includes all formal pleadings, briefs, as well as affidavits, documentary evidence, and position statements. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format).

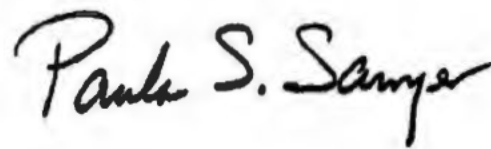
If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge. If you cannot e-file your documents, you must provide a statement explaining why you do not have access to the means for filing electronically or why filing electronically would impose an undue burden.

In addition, this Region will be issuing case-related correspondence and documents, including complaints, compliance specifications, dismissal letters, deferral letters, and withdrawal letters, electronically to the email address you provide. Please ensure that you receive important case-related correspondence, please ensure that the Board Agent assigned to your case has your preferred email address. These steps will ensure that you receive correspondence faster and at a significantly lower cost to the taxpayer. If there is some reason you are unable to receive correspondence via email, please contact the agent assigned to your case to discuss the circumstances that prevent you from using email.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlrb.gov or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink that reads "Paula S. Sawyer". The signature is written in a cursive, flowing style.

PAULA S. SAWYER
Regional Director

Enclosures:

1. Copy of Charge
2. Commerce Questionnaire

QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME

CASE NUMBER

27-CA-268790

1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)**2. TYPE OF ENTITY**☐ CORPORATION ☐ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER (Specify)**3. IF A CORPORATION or LLC**A. STATE OF INCORPORATION
OR FORMATION

B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES

4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS**5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR****6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed).****7. A. PRINCIPAL LOCATION:****B. BRANCH LOCATIONS:****8. NUMBER OF PEOPLE PRESENTLY EMPLOYED**

A. Total:

B. At the address involved in this matter:

9. DURING THE MOST RECENT (Check appropriate box): ☐ CALENDAR YR ☐ 12 MONTHS or ☐ FISCAL YR (FY dates)

YES NO

A. Did you **provide services** valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value.
\$B. If you answered no to 9A, did you **provide services** valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided.
\$C. If you answered no to 9A and 9B, did you **provide services** valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$D. Did you **sell goods** valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$E. If you answered no to 9D, did you **sell goods** valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount.
\$F. Did you **purchase and receive goods** valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$G. Did you **purchase and receive goods** valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$H. **Gross Revenues** from all sales or performance of services (Check the largest amount)
☐ \$100,000 ☐ \$250,000 ☐ \$500,000 ☐ \$1,000,000 or more If less than \$100,000, indicate amount.I. Did you **begin operations within the last 12 months**? If yes, specify date: _____**10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?**☐ YES ☐ NO (If yes, name and address of association or group).**11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS**

NAME

TITLE

E-MAIL ADDRESS

TEL. NUMBER

12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE (Type or Print)

SIGNATURE

E-MAIL ADDRESS

DATE

PRIVACY ACT STATEMENT

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UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

XEROX CORPORATION

Charged Party

and

(b) (6), (b) (7)(C)

Charging Party

Case 27-CA-268790

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on November 10, 2020, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Xerox Corporation
800 Phillips Rd.
Webster, NY 14580

November 10, 2020

Date

Ariel York
Designated Agent of NLRB

Name

/s/ Ariel York

Signature

From: [Scaffidi, Stephanie](#)
To: (b) (6), (b) (7)(C)
Subject: Xerox Corporation, 27-CA-268790
Date: Friday, January 8, 2021 1:26:54 PM
Attachments: [CHG.27-CA-268790.SignedChargeAgainstEmployer_Wiz \(2\).pdf](#)

(b) (6), (b) (7)(C)

I am the Board agent assigned to investigate the referenced charge (attached). I am reaching out to you because I believe you might have information relevant to my investigation. Our call would be confidential and would take about 15 minutes. Please contact me on my direct line, listed below, or on my cell phone: 202-769-9431.

I look forward to hearing from you.

Stephanie Stroup Scaffidi

Field Examiner

National Labor Relations Board, Region 27

Byron Rogers Federal Building

1961 Stout Street, Suite 13-103

Denver, CO 80294

Direct: 720-598-7388

Main: 303-844-3551

Fax: 303-844-6249

From: Scaffidi, Stephanie
Sent: Monday, January 11, 2021 4:13 PM
To: 'Jessica Marrero'
Subject: RE: Xerox Corporation, 27-CA-268790 / NLRB - (b) (6), (b) (7)(C)

Jessica,

Thank you for forwarding the fax confirmation of your notice of appearance. We are looking into why it was not routed to me or uploaded into the case file.

As I explained, I am investigating the Charging Party's status at the time (b) (6), (b) (7)(C) was discharged from Xerox Corporation (Employer). (b) (6), (b) (7)(C) title at the time of (b) (6), (b) (7)(C) discharge was (b) (6), (b) (7)(C), also referred to as (b) (6), (b) (7)(C) title, though not dispositive, suggests that (b) (6), (b) (7)(C) was a statutory supervisor or managerial employee. The NLRA defines supervisors as:

The term "supervisor" means any individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

Additionally, Board policy has defined managers as:

"Managerial employees" are defined as employees who formulate and effectuate high-level employer policies or "who have discretion in the performance of their jobs independent of their employer's established policy." *Republican Co.*, 361 NLRB No. 15, slip op. at 3 (2014) (quoting *General Dynamics Corp.*, 213 NLRB 851, 857 (1974)); see also *Wolf Creek Nuclear Operating Corp.*, 364 NLRB No. 111, slip op. at 3 (2016); *Tops Club, Inc.*, 238 NLRB 928, 928 fn. 2 (1978) (quoting *Bell Aerospace*, 219 NLRB 384, 385 (1975), on remand from the Supreme Court's decision 416 U.S. 267 (1974)). The decisions must be made on behalf of the employer. *Allstate Insurance Co.*, 332 NLRB 759, 762 (2000); see also section 17-512.

Before I solicit a response on the merits of the charge allegations, it is necessary to resolve the Charging Party's status and determine whether (b) (6), (b) (7)(C) was a statutory employee. Accordingly, I am requesting the Employer's position on the Charging Party's status at the time of (b) (6), (b) (7)(C) discharge. Please submit a copy of (b) (6), (b) (7)(C) job description and any other documents that shed light on (b) (6), (b) (7)(C) duties and authorities, including (b) (6), (b) (7)(C) hiring authority, if any; discipline (b) (6), (b) (7)(C) might have issued; performance improvement plans (b) (6), (b) (7)(C) might have implemented; employee evaluations (b) (6), (b) (7)(C) might have drafted and how those evaluations impact employee terms and conditions of employment, etc.

I request a response by 1/18/21. Feel free to reach out to me with any questions.

Stephanie Stroup Scaffidi
Field Examiner
National Labor Relations Board, Region 27
Byron Rogers Federal Building

1961 Stout Street, Suite 13-103
Denver, CO 80294
Direct: 720-598-7388
Main: 303-844-3551
Fax: 303-844-6249

From: Jessica Marrero <JLM@kullmanlaw.com>
Sent: Monday, January 11, 2021 1:42 PM
To: Scaffidi, Stephanie <Stephanie.Scaffidi@nrlb.gov>
Subject: Xerox Corporation, 27-CA-268790 / NLRB - (b) (6), (b) (7)(C)

Hi Stephanie –

It was a pleasure speaking with you. Attached please find the notice of appearance with the fax verification page.

Please let me know if you need any additional information.

Thanks!

Jessica L. Marrero, Esq.
THE KULLMAN FIRM
A Professional Law Corporation
1100 Poydras Street, Suite 1600
New Orleans, Louisiana 70163-1600
Direct Dial: 504-596-4137 | F: 504-596-4114
JLM@KullmanLaw.com | www.KullmanLaw.com

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From: [Grady Hepworth](#)
To: [Scaffidi, Stephanie](#)
Subject: RE: (b) (6), (b) (7)(C), (b) (7)(D)
Date: Tuesday, January 12, 2021 5:32:58 PM

Stephanie,

Thank you. I will do that. Thank you for your diligence on this matter.

J. Grady Hepworth—Hepworth Law Offices

ISB No. 10364 | Physical: 2229 West State Street, Boise, ID 83702 | Mailing: PO Box 2815 Boise, ID 83701-2815 | Telephone: (208) 333-0702 | Fax: (208) 246-8655 | Email: ghepworth@idalawyer.com

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From: Scaffidi, Stephanie <Stephanie.Scaffidi@nrlrb.gov>
Sent: Tuesday, January 12, 2021 3:13 PM
To: Grady Hepworth <ghepworth@idalawyer.com>
Subject: RE: (b) (6), (b) (7)(C), (b) (7)(D)

Hi Grady,

Same to you!

I have not been successful in reaching (b) (6), (b) (7)(C) or (b) (6), (b) (7)(D) and the email address for (b) (6), (b) (7)(C) is (b) (6), (b) (7)(C) which I cannot use. Please have (b) (6), (b) (7)(C) reach out to them and have them contact me ASAP.

Thanks,
Stephanie

From: Grady Hepworth <ghepworth@idalawyer.com>
Sent: Tuesday, January 12, 2021 1:38 PM
To: Scaffidi, Stephanie <Stephanie.Scaffidi@nrlrb.gov>
Subject: RE: (b) (6), (b) (7)(C), (b) (7)(D)

Stephanie,

Happy New Year! I hope you were able to enjoy a break after a very unusual 2020. I am writing to see if you have any update regarding (b) (6), (b) (7)(C), (b) (7)(D) NLRB complaint. Do you require any additional information from us at this time?

J. Grady Hepworth—Hepworth Law Offices

ISB No. 10364 | Physical: 2229 West State Street, Boise, ID 83702 | Mailing: PO Box 2815 Boise, ID 83701-2815 | Telephone: (208) 333-0702 | Fax: (208) 246-8655 | Email: ghepworth@idalawyer.com

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From: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>

Sent: Wednesday, December 16, 2020 5:04 PM

To: Grady Hepworth <ghepworth@idalawyer.com>

Subject: RE: (b) (6), (b) (7)(C), (b) (7)(D)

Your objection is noted.

Be advised that if the case were to go to trial, any and all statements we have will be produced to the Employer upon request following direct examination. (b) (6), (b) (7)(C), (b) (7)(D)

(b) (6), (b) (7)(C), (b) (7)(D)

(b) (6), (b) (7)(C), (b) (7)(D)

Stephanie

From: Grady Hepworth <ghepworth@idalawyer.com>

Sent: Wednesday, December 16, 2020 4:54 PM

To: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>

Subject: RE: (b) (6), (b) (7)(C), (b) (7)(D)

Stephanie,

(b) (6), (b) (7)(C), (b) (7)(D)

I have uploaded (b) (6), (b) (7)(C), (b) (7)(D) to the online portal. We would request the opportunity to (b) (6), (b) (7)(C), (b) (7)(D)

I will upload the contact information (b) (6), (b) (7)(C), (b) (7)(D) has in (b) (6) possession as soon as possible. I believe most are still employees with Xerox.

J. Grady Hepworth—Hepworth Law Offices

ISB No. 10364 | Physical: 2229 West State Street, Boise, ID 83702 | Mailing: PO Box 2815 Boise, ID 83701-2815 | Telephone: (208) 333-0702 | Fax: (208) 246-8655 | Email: ghepworth@idalawyer.com

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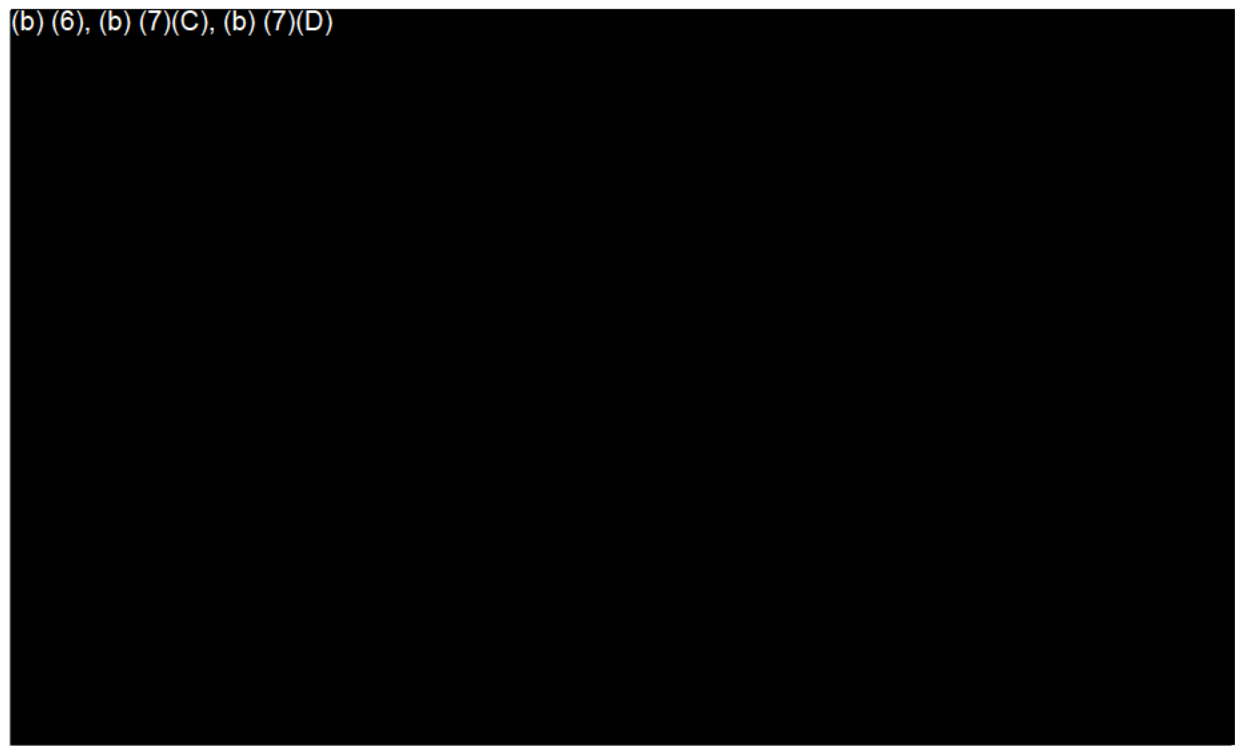
From: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>

Sent: Wednesday, December 16, 2020 1:40 PM

To: Grady Hepworth <ghepworth@idalawyer.com>

Subject: RE: (b) (6), (b) (7)(C), (b) (7)(D)

(b) (6), (b) (7)(C), (b) (7)(D)



I need (b) (6), (b) (7)(C) contact information as soon as possible.

Stephanie

From: Grady Hepworth <ghepworth@idalawyer.com>

Sent: Wednesday, December 16, 2020 12:43 PM

To: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>

Subject: RE: (b) (6), (b) (7)(C), (b) (7)(D)

Yes, I can get contact information for you.

Can you again be more specific about (b) (6), (b) (7)(C), (b) (7)(D) We take such allegations very seriously.

J. Grady Hepworth—Hepworth Law Offices

ISB No. 10364 | Physical: 2229 West State Street, Boise, ID 83702 | Mailing: PO Box 2815 Boise, ID 83701-2815 | Telephone: (208) 333-0702 | Fax: (208) 246-8655 | Email: ghepworth@idalawyer.com

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From: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>

Sent: Wednesday, December 16, 2020 12:03 PM

To: Grady Hepworth <ghepworth@idalawyer.com>

Subject: RE: (b) (6), (b) (7)(C), (b) (7)(D)

The Director has access to the entire file. The Board's process requires that changes to an affidavit be memorialized and reflected on the affidavit itself. (b) (6), (b) (7)(C), (b) (7)(D)

(b) (6), (b) (7)(C), (b) (7)(D)

Do you plan to provide contact information for (b) (6), (b) (7)(C) as corroborating witnesses?

Stephanie

From: Grady Hepworth <ghepworth@idalawyer.com>

Sent: Wednesday, December 16, 2020 11:51 AM

To: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>

Subject: RE: (b) (6), (b) (7)(C), (b) (7)(D)

Ms. Scaffidi,

(b) (6), (b) (7)(C), (b) (7)(D)

(b) (6), (b) (7)(C), (b) (7)(D)

J. Grady Hepworth—Hepworth Law Offices

ISB No. 10364 | Physical: 2229 West State Street, Boise, ID 83702 | Mailing: PO Box 2815 Boise, ID 83701-2815 | Telephone: (208) 333-0702 | Fax: (208) 246-8655 | Email: ghepworth@idalawyer.com

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From: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>

Sent: Wednesday, December 16, 2020 11:41 AM

To: Grady Hepworth <ghepworth@idalawyer.com>

Subject: RE: (b) (6), (b) (7)(C), (b) (7)(D)

Grady,

(b) (6), (b) (7)(C), (b) (7)(D)

(b) (6), (b) (7)(C), (b) (7)(D)

The case will be submitted to the Regional Director for the purpose of deciding the threshold question of whether (b) (6), (b) (7)(C), (b) (7)(D) is either a statutory supervisor or managerial employee. If (b) (6), (b) (7)(C), (b) (7)(D) is found to be a statutory supervisor or manager, (b) (6), (b) (7)(C), (b) (7)(D) activities on behalf of other employees would not constitute protected concerted activity. Moreover, the discharge of a supervisor for engaging in union or concerted activities is lawful. Parker-Robb Chevrolet, 262 NLRB 402 (1982). Even if a supervisor's discharge would have "incidental or secondary effect" on employees' Section 7 rights, the supervisor's discharge would not be unlawful. Id. In Parker-Robb, the Board carved out three exceptions to the general holding that a supervisor's discharge is not unlawful under the NLRA: (1) where a supervisor is discharged for giving testimony adverse to the Employer in a Board proceeding or in a contractual grievance proceeding; (2) where a supervisor is discharged for refusing to commit an unfair labor practice; and (3) where a supervisor is discharged for failing to prevent unionization of employees. Additionally, the Board has recognized a fourth exception, as noted in the cases you cite: where a supervisor, who him/herself has not engaged in union or protected concerted activities, but whose relative has and the supervisor's discharge is motivated by an attempt to retaliate against the supervisor's relative. None of these exceptions are present in the instant case.

Contrary to your assertion, the Employer's changes to the Compensation Plan are not a unilateral change as that term is used under Section 8(a)(5) of the Act. Thus, the allegation that (b) (6), (b) (7)(C), (b) (7)(D) was discharged for engaging in protected concerted activities will only be viable if (b) (6), (b) (7)(C), (b) (7)(D) is found to not be a statutory supervisor or managerial employee.

Stephanie Stroup Scaffidi

Field Examiner

National Labor Relations Board, Region 27

Byron Rogers Federal Building

1961 Stout Street, Suite 13-103

Denver, CO 80294

Direct: 720-598-7388

Main: 303-844-3551

Fax: 303-844-6249

From: Grady Hepworth <ghepworth@idalawyer.com>

Sent: Wednesday, December 16, 2020 8:55 AM

To: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>

Subject: RE: (b) (6), (b) (7)(C), (b) (7)(D)

Stephanie,

My sincere apologies. I don't know why my earlier email did not send. Here is a copy of (b) (6), (b) (7)(C), (b) (7)(D). Please confirm receipt.

J. Grady Hepworth—Hepworth Law Offices

ISB No. 10364 | Physical: 2229 West State Street, Boise, ID 83702 | Mailing: PO Box 2815 Boise, ID 83701-2815 | Telephone: (208) 333-0702 | Fax: (208) 246-8655 | Email: ghepworth@idalawyer.com

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From: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>

Sent: Wednesday, December 16, 2020 8:53 AM

To: Grady Hepworth <ghepworth@idalawyer.com>

Subject: RE: (b) (6), (b) (7)(C), (b) (7)(D)

(b) (6), (b) (7)(C), (b) (7)(D) by Friday, 12/18.

Stephanie

From: Scaffidi, Stephanie
Sent: Monday, December 14, 2020 10:04 AM
To: Grady Hepworth <ghepworth@idalawyer.com>
Subject: RE: (b) (6), (b) (7)(C), (b) (7)(D)

Please send it to me.

From: Grady Hepworth <ghepworth@idalawyer.com>
Sent: Monday, December 14, 2020 9:53 AM
To: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>
Subject: Re: (b) (6), (b) (7)(C), (b) (7)(D)

Sorry, I should not have said attached. Do you want me to send to you first, or electronically file?

Grady

Get [Outlook for iOS](#)

From: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>
Sent: Monday, December 14, 2020 9:03:26 AM
To: Grady Hepworth <ghepworth@idalawyer.com>
Subject: RE: (b) (6), (b) (7)(C), (b) (7)(D)

Nothing was attached to your email.

From: Grady Hepworth <ghepworth@idalawyer.com>
Sent: Sunday, December 13, 2020 1:27 PM
To: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>
Subject: RE: (b) (6), (b) (7)(C), (b) (7)(D)

Stephanie,

I have (b) (6), (b) (7)(C), (b) (7)(D) redlines attached. Do I need to upload it via efile, or do the redlines go directly to you?

J. Grady Hepworth—Hepworth Law Offices

ISB No. 10364 | Physical: 2229 West State Street, Boise, ID 83702 | Mailing: PO Box 2815 Boise, ID 83701-2815 | Telephone: (208) 333-0702 | Fax: (208) 246-8655 | Email: ghepworth@idalawyer.com

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From: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>
Sent: Tuesday, December 8, 2020 3:29 PM
To: Grady Hepworth <ghepworth@idalawyer.com>
Subject: RE: Affidavit

(b) (6), (b) (7)(C), (b) (7) will have to make the changes (b) (6), (b) (7)(C), (b) (7) Once the changes are made, let's reconvene to discuss prior to (b) (6), (b) (7) executing (b) (6), (b) (7)(C), (b) (7)(D) so that I can ask any questions that I might have based on (b) (6), (b) (7) changes.

Stephanie

From: Grady Hepworth <ghepworth@idalawyer.com>
Sent: Tuesday, December 8, 2020 3:27 PM
To: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>
Subject: RE: Affidavit

Thank you! That will help a lot. Do file the final document via e-file? Is there anything special I need to do to protect its confidentiality?

J. Grady Hepworth—Hepworth Law Offices

ISB No. 10364 | Physical: 2229 West State Street, Boise, ID 83702 | Mailing: PO Box 2815 Boise, ID 83701-2815 | Telephone: (208) 333-0702 | Fax: (208) 246-8655 | Email: ghepworth@idalawyer.com

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From: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>
Sent: Tuesday, December 8, 2020 1:47 PM
To: Grady Hepworth <ghepworth@idalawyer.com>
Subject: RE: Affidavit

Attached is (b) (6), (b) (7)(C), (b) (7)(D) (b) (6), (b) (7)(C), (b) (7)(D). I am available today to discuss.

Stephanie

From: Grady Hepworth <ghepworth@idalawyer.com>

Sent: Tuesday, December 8, 2020 1:41 PM

To: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>; (b) (6), (b) (7)(C), (b) (7)(D)

Subject: RE: Affidavit

Stephanie,

Are you available to talk at all today? (b) (6), (b) (7)(C), (b) (7)(D)

(b) (6), (b) (7)(C), (b) (7)(D)

(b) (6), (b) (7)(C), (b) (7)(D)

J. Grady Hepworth—Hepworth Law Offices

ISB No. 10364 | Physical: 2229 West State Street, Boise, ID 83702 | Mailing: PO Box 2815 Boise, ID 83701-2815 | Telephone: (208) 333-0702 | Fax: (208) 246-8655 | Email: ghepworth@idalawyer.com

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From: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>

Sent: Friday, December 4, 2020 11:25 AM

To: (b) (6), (b) (7)(C), (b) (7)(D) Grady Hepworth <ghepworth@idalawyer.com>

Subject: Affidavit

Please see the attached cover letter and affidavit.

Stephanie Stroup Scaffidi

Field Examiner

National Labor Relations Board, Region 27

Byron Rogers Federal Building

1961 Stout Street, Suite 13-103

Denver, CO 80294

Direct: 720-598-7388

Main: 303-844-3551

Fax: 303-844-6249

From: Scaffidi, Stephanie
Sent: Monday, January 25, 2021 11:56 AM
To: Jessica Marrero
Subject: RE: Xerox Corporation, 27-CA-268790 / NLRB - (b) (6), (b) (7)(C)

Thank you for this.

Can you tell me what impact performance evaluations have on terms and conditions of employment? For instance, are they relied upon for issuing wage increases or bonuses?

Stephanie

From: Jessica Marrero <JLM@kullmanlaw.com>
Sent: Friday, January 22, 2021 1:43 PM
To: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>
Cc: Jessica A Johnston <jaj@kullmanlaw.com>
Subject: RE: Xerox Corporation, 27-CA-268790 / NLRB - (b) (6), (b) (7)(C)

Dear Stephanie –

Attached please find the requested information concerning (b) (6), (b) (7)(C) position as a supervisory employee. Should you have any additional questions, please let me know.

Many thanks, and have a nice weekend!
Jess

Jessica L. Marrero, Esq.
THE KULLMAN FIRM
Direct Dial: 504-596-4137 | F: 504-596-4114
JLM@KullmanLaw.com

From: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>
Sent: Tuesday, January 19, 2021 11:55 AM
To: Jessica Marrero <JLM@kullmanlaw.com>
Subject: RE: Xerox Corporation, 27-CA-268790 / NLRB - (b) (6), (b) (7)(C)

An extension of until 1/22/21 is approved.

Stephanie

From: Jessica Marrero <JLM@kullmanlaw.com>
Sent: Monday, January 18, 2021 8:30 AM
To: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>
Subject: RE: Xerox Corporation, 27-CA-268790 / NLRB - (b) (6), (b) (7)(C)

Good morning, Stephanie –

It is Xerox's position that (b) (6), (b) (7)(C) was a statutory supervisor / managerial employee. At the time of his separation, (b) (6), (b) (7) had (b) (6), (b) (7) employees who reported directly to (b) (6), (b) (7). However, Xerox is still working on compiling the documents that you requested below.

To that end, would you please provide a brief extension until Friday, Jan. 22 to submit the documents in support of (b) (6), (b) (7)(C) status? Should you have any questions or concerns, please feel free to call me on my direct line.

Many thanks for your consideration,

Jessica L. Marrero, Esq.

THE KULLMAN FIRM

Direct Dial: 504-596-4137 | F: 504-596-4114

JLM@KullmanLaw.com

From: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>

Sent: Monday, January 11, 2021 3:13 PM

To: Jessica Marrero <JLM@kullmanlaw.com>

Subject: RE: Xerox Corporation, 27-CA-268790 / NLRB - (b) (6), (b) (7)(C)

Jessica,

Thank you for forwarding the fax confirmation of your notice of appearance. We are looking into why it was not routed to me or uploaded into the case file.

As I explained, I am investigating the Charging Party's status at the time (b) (6) was discharged from Xerox Corporation (Employer). (b) (6) title at the time of (b) (6) discharge was (b) (6), (b) (7)(C) also referred to as (b) (6), (b) (7)(C) (b) (6) title, though not dispositive, suggests that (b) (6) was a statutory supervisor or managerial employee. The NLRA defines supervisors as:

The term "supervisor" means any individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

Additionally, Board policy has defined managers as:

"Managerial employees" are defined as employees who formulate and effectuate high-level employer policies or "who have discretion in the performance of their jobs independent of their employer's established policy." *Republican Co.*, 361 NLRB No. 15, slip op. at 3 (2014) (quoting *General Dynamics Corp.*, 213 NLRB 851, 857 (1974)); see also *Wolf Creek Nuclear Operating Corp.*, 364 NLRB No. 111, slip op. at 3 (2016); *Tops Club, Inc.*, 238 NLRB 928, 928 fn. 2 (1978) (quoting *Bell Aerospace*, 219 NLRB 384, 385 (1975), on remand from the Supreme Court's decision 416 U.S. 267 (1974)). The decisions must be made on behalf of the employer. *Allstate Insurance Co.*, 332 NLRB 759, 762 (2000); see also section 17-512.

Before I solicit a response on the merits of the charge allegations, it is necessary to resolve the Charging Party's status and determine whether (b) (6) was a statutory employee. Accordingly, I am requesting the Employer's position on the Charging Party's status at the time of (b) (6) discharge. Please submit a copy of (b) (6), (b) (7)(C) job description and any other documents that shed light on (b) (6), (b) (7)(C) duties and authorities, including (b) (6), (b) (7)(C) hiring authority, if any; discipline (b) (6), (b) (7)(C) might have

issued; performance improvement plans (b) (6), (b) (7)(C) might have implemented; employee evaluations (b) (6), (b) (7)(C) might have drafted and how those evaluations impact employee terms and conditions of employment, etc.

I request a response by 1/18/21. Feel free to reach out to me with any questions.

Stephanie Stroup Scaffidi

Field Examiner
National Labor Relations Board, Region 27
Byron Rogers Federal Building
1961 Stout Street, Suite 13-103
Denver, CO 80294
Direct: 720-598-7388
Main: 303-844-3551
Fax: 303-844-6249

From: Jessica Marrero <JLM@kullmanlaw.com>
Sent: Monday, January 11, 2021 1:42 PM
To: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>
Subject: Xerox Corporation, 27-CA-268790 / NLRB - (b) (6), (b) (7)(C)

Hi Stephanie –

It was a pleasure speaking with you. Attached please find the notice of appearance with the fax verification page.

Please let me know if you need any additional information.

Thanks!

Jessica L. Marrero, Esq.

THE KULLMAN FIRM

A Professional Law Corporation

1100 Poydras Street, Suite 1600

New Orleans, Louisiana 70163-1600

Direct Dial: 504-596-4137 | F: 504-596-4114

JLM@KullmanLaw.com | www.KullmanLaw.com

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From: [Grady Hepworth](#)
To: [Scaffidi, Stephanie](#)
Subject: RE: (b) (6), (b) (7)(C), (b) (7)(D)
Date: Tuesday, February 2, 2021 6:42:15 PM

Sounds good. 10:30 Mountain Time? Will you initiate the call? 208-333-0702.

J. Grady Hepworth—Hepworth Law Offices

ISB No. 10364 | Physical: 2229 West State Street, Boise, ID 83702 | Mailing: PO Box 2815 Boise, ID 83701-2815 | Telephone: (208) 333-0702 | Fax: (208) 246-8655 | Email: ghepworth@idalawyer.com

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From: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>
Sent: Tuesday, February 2, 2021 4:41 PM
To: Grady Hepworth <ghepworth@idalawyer.com>
Subject: RE: (b) (6), (b) (7)(C), (b) (7)(D)

I will be available at 10:30 a.m. tomorrow.

From: Grady Hepworth <ghepworth@idalawyer.com>
Sent: Tuesday, February 2, 2021 4:40 PM
To: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>
Subject: RE: (b) (6), (b) (7)(C), (b) (7)(D)

I am available any time tomorrow. When is a good time that works for you?

J. Grady Hepworth—Hepworth Law Offices

ISB No. 10364 | Physical: 2229 West State Street, Boise, ID 83702 | Mailing: PO Box 2815 Boise, ID 83701-2815 | Telephone: (208) 333-0702 | Fax: (208) 246-8655 | Email: ghepworth@idalawyer.com

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From: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>
Sent: Tuesday, February 2, 2021 4:39 PM
To: Grady Hepworth <ghepworth@idalawyer.com>
Subject: RE: (b) (6), (b) (7)(C), (b) (7)(D)

Grady,

The Regional Director has made a decision in this matter. Please let me know when you are available to discuss.

Stephanie

From: Grady Hepworth <ghepworth@idalawyer.com>
Sent: Thursday, January 14, 2021 5:31 PM
To: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>
Subject: RE: (b) (6), (b) (7)(C), (b) (7)(D)

Stephanie,

Here are some phone numbers we found by doing a little digging. I will file them electronically, but wanted to share them as soon as I could.

Phone Numbers:

(b) (6), (b) (7)(C)

J. Grady Hepworth—Hepworth Law Offices

ISB No. 10364 | Physical: 2229 West State Street, Boise, ID 83702 | Mailing: PO Box 2815 Boise, ID 83701-2815 | Telephone: (208) 333-0702 | Fax: (208) 246-8655 | Email: ghepworth@idalawyer.com

Please Note: This message (including attachments) contains confidential and privileged information. It is intended only for the use of the individual or entity to whom it is addressed in the body of the message. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this message by mistake, please return it to the above-mentioned e-mail address, and delete it from your computer. Thank you for your cooperation.

From: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>
Sent: Tuesday, January 12, 2021 3:13 PM
To: Grady Hepworth <ghepworth@idalawyer.com>
Subject: RE: (b) (6), (b) (7)(C), (b) (7)(D)

Hi Grady,

Same to you!

I have not been successful in reaching (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C) and the email address for (b) (6), (b) (7)(C) is (b) (6), (b) (7)(C) which I cannot use. Please have (b) (6), (b) (7)(C) reach out to them and have them contact me ASAP.

Thanks,
Stephanie

From: Grady Hepworth <ghepworth@idalawyer.com>
Sent: Tuesday, January 12, 2021 1:38 PM
To: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>
Subject: RE: (b) (6), (b) (7)(C), (b) (7)(D)

Stephanie,

Happy New Year! I hope you were able to enjoy a break after a very unusual 2020. I am writing to see if you have any update regarding (b) (6), (b) (7)(C) NLRB complaint. Do you require any additional information from us at this time?

J. Grady Hepworth—Hepworth Law Offices

ISB No. 10364 | Physical: 2229 West State Street, Boise, ID 83702 | Mailing: PO Box 2815 Boise, ID 83701-2815 | Telephone: (208) 333-0702 | Fax: (208) 246-8655 | Email: ghepworth@idalawyer.com

Please Note: This message (including attachments) contains confidential and privileged information. It is intended only for the use of the individual or entity to whom it is addressed in the body of the message. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this message by mistake, please return it to the above-mentioned e-mail address, and delete it from your computer. Thank you for your cooperation.

From: Scaffidi, Stephanie <Stephanie.Scaffidi@nlrb.gov>
Sent: Wednesday, December 16, 2020 5:04 PM
To: Grady Hepworth <ghepworth@idalawyer.com>
Subject: RE: (b) (6), (b) (7)(C), (b) (7)(D)

Your objection is noted.

Be advised that if the case were to go to trial, any and all statements we have will be produced to the Employer upon request following direct examination. (b) (6), (b) (7)(C), (b) (7)(D)

Stephanie

Case Name: Xerox Corporation
Case No.: 27-CA-268790
Agent: Field Examiner STEPHANIE SCAFFIDI

CASEHANDLING LOG

Date	Person Contacted	Method of Contact	Description of Contact or Activity
11/12/20	Jeffrey Hepworth	Phone	He is on the service sheet but I don't see how he was added (no NOA and charge filed by individual). In any event, I called him and left VM asking him to call me back.
11/13	Grady Hepworth	Phone	He called and left VMs.
11/16	Grady Hepworth	Phone/email	I called. (b) (5), (b) (6), (b) (7)(C) [REDACTED]
11/20	Grady Hepworth	Email	Exchanged emails to schedule (b) (6), (b) (7)(C) for (b) (6), (b) (7)(C) at 1:30. I'm on A/L week of 11/23.
11/24	Hepworth	Email	He submitted a PST on CP's status. He also submitted a DEV.
11/30	Hepworth	Email	I asked him to E-file PST and DEV.
(b) (6), (b) (7)(C) [REDACTED]			
12/1	Hepworth	Email	He let me know that additional docs were E-filed
12/2	Hepworth	Email	I asked to do follow-up with CP
12/4	(b) (6), (b) (7)(C) and Hepworth	Email	Sent draft AFF
12/8	Hepworth	Email	He sent email that (b) (6), (b) (7)(C), (b) (7)(D) [REDACTED]

Date	Person Contacted	Method of Contact	Description of Contact or Activity
12/8	Hepworth	Email	He asked whether he has to e-file final doc.
12/8	Hepworth	Email	Told him that I wan to reconvene before (b) (6) [REDACTED]
12/13	Hepworth	Email	He said that he (b) (6), (b) (7)(C), (b) (7)(D)
12/14	Hepworth	Email	I let him know that nothing was attached to his email
12/14	Hepworth	Email	He responded that he meant to ask whether to send me the AFF or e-file I replied that he should send to me
12/16	Hepworth	Email	I let him know that I still had not received AFF and want to finalize it by 12/18
12/16	Hepworth	Email	He provided (b) (6), (b) (7)(C), (b) (7)(D) [REDACTED] (b) (6), (b) (7)(C), (b) (7)(D) [REDACTED]
12/16	Hepworth	Email	Sent him email letting him that (b) (6), (b) (7)(C), (b) (7)(D) [REDACTED] Informed him that RD will decide CP's supervisory and managerial status. Provided him with case law that if CP is a sup/manager, (b) (6), (b) (7)(C), (b) (7)(D) discharge will not be unlawful under the Act, as none of the recognized exceptions under <i>Parker-Robb</i> , or exception for discharge of sup in retaliation for relative's protected activities, are present. Hepworth wrote back: (b) (6), (b) (7)(C), (b) (7)(D) [REDACTED] Also, wants RD to get (b) (6), (b) (7)(C), (b) (7)(D) (b) (6), (b) (7)(C), (b) (7)(D) I wrote back that RD has access to entire file; that Board processes require that changes be reflected in AFF and, therefore (b) (6), (b) (7)(C), (b) (7)(D) (b) (6), (b) (7)(C), (b) (7)(D) Also, I asked for contact info for

Date	Person Contacted	Method of Contact	Description of Contact or Activity
			corroborating witnesses. He wrote back that he'll get me contact info. Asked again that I be (b) (6), (b) (7)(C), (b) (7)(D) [REDACTED] (b) (6), (b) (7)(C), (b) (7)(D) [REDACTED]
12/16	SFX Lomax	Phone	(b) (5)
12/18			Last day before leave. A/L – 12/21-12/29
1/8	Neutral witnesses		(b) (5), (b) (6), (b) (7)(C) [REDACTED]
1/8	ER	Email	(b) (5), (b) (6), (b) (7)(C) [REDACTED] [REDACTED] I sent them an email alerting them to the charge and asking for POC.
1/11	Jessica Marrero	Email/Phone	She sent email saying that she filed an NOA on 12/22 via fax. She included a copy of her

Date	Person Contacted	Method of Contact	Description of Contact or Activity
			<p>submission. No fax confirmation included.</p> <p>I had her added to the service sheet.</p> <p>I called her and left VM with AP.</p>
1/12	Hepworth	Email	<p>He asked for update on case.</p> <p>I wrote back that I haven't been able to reach (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C) and that the email for (b) (6), (b) (7)(C) I can't use. Asked him to have them contact me.</p>
1/14	Hepworth	Email	<p>He provided phone numbers for all (b) (6), (b) (7)(C) neutrals</p>
1/21	(b) (6), (b) (7)(C)	Phone	<p>I called number provided. Wrong number.</p>
1/21	(b) (6), (b) (7)(C)	Phone	<p>I called (b) (6), (b) (7)(C) and left VM asking (b) (6), (b) (7)(C) to call me.</p>
1/21	(b) (6), (b) (7)(C)	Phone	<p>I called (b) (6), (b) (7)(C) and left VM asking (b) (6), (b) (7)(C) to call me.</p>
1/22	Jessica Marrero	Email	<p>She submitted LTR claiming that (b) (6), (b) (7)(C) was a supervisor and manager. Submitted DEVs.</p>
1/25	Jessica Marrero	Email	<p>I asked her to address impact of evals that (b) (6), (b) (7)(C) completed for (b) (6), (b) (7)(C) team on their terms and conditions of employment.</p>
2/1			<p>Agenda meeting. See post agenda minute.</p>
2/2	Grady Hepworth	Emails	<p>Exchanged emails scheduling call so that I can tell him RD's determination. Sch'd call for 2/3 at 10:30 am.</p>



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 27
Byron Rogers Federal Office Building
1961 Stout Street, Suite 13-103
Denver, CO 80294

Agency Website: www.nlr.gov
Telephone: (303)844-3551
Fax: (303)844-6249

February 4, 2021

Jeffrey J. Hepworth, Esq.
J. Grady Hepworth, Esq.
Hepworth Law Offices
P.O. Box 2815
Boise, ID 83701-2815
courtserivce@idalawyer.com
ghepworth@idalawyer.com

Re: Xerox Corporation
Case 27-CA-268790

Dear Mr. Hepworth:

We have carefully investigated and considered your charge that Xerox Corporation (Employer) has violated the National Labor Relations Act.

Decision to Dismiss: Based on that investigation, I have decided to dismiss your charge for the reasons discussed below.

The charge alleges that the Employer violated Section 8(a)(1) of the Act by retaliating and discharging the Charging Party in response to (b) (6), (b) (7)(C) protected concerted activities. The investigation revealed that the Charging Party is a statutory supervisor under Section 2(11) of the Act based on (b) (6), (b) (7)(C) authority to effectively recommend hiring, to discipline employees, and to effectively recommend rewarding employees, in the interest of the Employer with the use of independent judgement. As a statutory supervisor, concerted activities in which the Charging Party may have been engaged would not fall under the protection of Section 7 of the Act. Parker-Robb Chevrolet, 262 NLRB 402 (1982).

Charging Party's Right to Appeal: The Charging Party may appeal my decision to the General Counsel of the National Labor Relations Board, through the Office of Appeals.

Means of Filing: You must file your appeal electronically or provide a written statement explaining why electronic submission is not possible or feasible (Written instructions for the NLRB's E-Filing system and the Terms and Conditions of the NLRB's E-Filing policy are available at www.nlr.gov. See [User Guide](#). A video demonstration which provides [step-by-step instructions](#) and frequently asked questions are also available at www.nlr.gov. If you require additional assistance with E-Filing, please contact e-Filing@nlrb.gov.

You are encouraged to also submit a complete statement of the facts and reasons why you believe my decision was incorrect. If you cannot file electronically, please send the appeal and your written explanation of why you cannot file electronically to the **General Counsel** at the

National Labor Relations Board, Attn: Office of Appeals, 1015 Half Street SE, Washington, DC 20570-0001. Unless filed electronically, a copy of the appeal should also be sent to me.

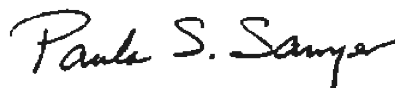
The appeal MAY NOT be filed by fax or email. The Office of Appeals will not process faxed or emailed appeals.

Appeal Due Date: The appeal is due on **February 18, 2021**. If the appeal is filed electronically, the transmission of the entire document through the Agency's website must be completed **no later than 11:59 p.m. Eastern Time** on the due date. If filing by mail or by delivery service an appeal will be found to be timely filed if it is postmarked or given to a delivery service no later than February 17, 2021. **If an appeal is postmarked or given to a delivery service on the due date, it will be rejected as untimely.** If hand delivered, an appeal must be received by the General Counsel in Washington D.C. by 5:00 p.m. Eastern Time on the appeal due date. If an appeal is not submitted in accordance with this paragraph, it will be rejected.

Extension of Time to File Appeal: The General Counsel may allow additional time to file the appeal if the Charging Party provides a good reason for doing so and the request for an extension of time is **received on or before February 18, 2021**. The request may be filed electronically through the *E-File Documents* link on our website www.nlrb.gov, by fax to (202)273-4283, by mail, or by delivery service. The General Counsel will not consider any request for an extension of time to file an appeal received after February 18, 2021, **even if it is postmarked or given to the delivery service before the due date**. Unless filed electronically, a copy of the extension of time should also be sent to me.

Confidentiality: We will not honor requests to limit our use of appeal statements or evidence. Upon a request under the Freedom of Information Act (FOIA) by a party during the processing of an appeal, the Agency's FOIA Branch discloses appeal statements, redacted for personal privacy, confidential source protection, or other applicable FOIA exemptions. In the event the appeal is sustained, any statement or material submitted may be introduced as evidence at a hearing before an administrative law judge. However, certain evidence produced at a hearing may be protected from public disclosure by demonstrated claims of confidentiality.

Very truly yours,



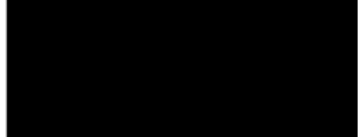
PAULA S. SAWYER
Regional Director

Enclosure

cc: Jessica L. Marrero, Esq.
The Kullman Firm
1100 Poydras St. Ste. 1600
New Orleans, LA 70163-1600
jlm@kullmanlaw.com

Xerox Corporation
800 Phillips Rd.
Webster, NY 14580

(b) (6), (b) (7)(C)



UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

APPEAL FORM

To: General Counsel
Attn: Office of Appeals
National Labor Relations Board
1015 Half Street SE
Washington, DC 20570-0001

Date:

Please be advised that an appeal is hereby taken to the General Counsel of the National Labor Relations Board from the action of the Regional Director in refusing to issue a complaint on the charge in

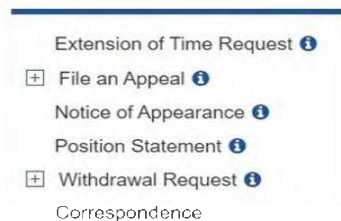
Case Name(s).

Case No(s). *(If more than one case number, include all case numbers in which appeal is taken.)*

(Signature)

E-FILING TO APPEALS

1. **Extension of Time:** This document is used when the Charging Party is asking for more time to efile an Appeal.
 - If an Extension of Time is e-filed, and there are additional documents to be e-filed simultaneously with it, please e-file those documents under the selection **Correspondence**.
 - After an Extension of Time has already been e-filed, any **additional** materials to add to the Extension of Time should be e-filed under **Correspondence**.
2. **File an Appeal:** If the Charging Party does not agree with the Region's decision on the case, an Appeal can be e-filed.
 - Only **one (1) Appeal** can be e-filed to **each** determination in the Region's decision letter that is received.
 - After an Appeal has been e-filed, any **additional** materials to add to the Appeal should be e-filed under **Correspondence**.
3. **Notice of Appearance:** Either party can e-file a Notice of Appearance if there is a new counsel representing one side or a different counsel.
 - This document is only e-filed with the Office of Appeals after a decision has been made by the Region.
 - This document can be e-filed **before** an Appeal is e-filed.
4. **Correspondence:** Parties will **select** Correspondence when adding documents or supplementing the Appeal or Extension of Time.
 - Correspondence is used to e-file documents **after** an **Extension of Time, Appeal or Notice of Appearance** has been e-filed.
5. **Position Statement:** The Charging Party or Charged Party may e-file a Position Statement.
 - The Charging Party will e-file this document as a supplement of the Appeal.
 - The Charged Party will specifically file one to support the Region's decision.
 - This document should be e-filed **after** an **Extension of Time, Appeal or Notice of Appearance** has been e-filed.
6. **Withdrawal Request:** If the Charging Party decides to no longer pursue their appeal, he/she can e-file a Withdrawal Request to the Office of Appeals.
 - This document should be e-Filed **after** an **Extension of Time, Appeal or Notice of Appearance** has been e-filed.



7. The selections of **Evidence** or **Other** should no longer be used.

From: e-Service@service.nlr.gov
To: [ML-27DEN-eService](#)
Subject: Issuance Process Completed 2/4/2021 1:31 PM EST
Date: Thursday, February 4, 2021 1:39:54 PM



Issuance Process Completed

The following documents were issued successfully:

Issuance of 27-CA-268790 Xerox Corporation
DIS.27-CA-268790.C Case Dismissal Letter.docx 09031d458337101e

Documents shall be electronically delivered to the following parties:

Jeffrey Hepworth, courtserivce@idalawyer.com - Charging Party

J. Grady Hepworth, ghepworth@idalawyer.com - Charging Party

(b) (6), (b) (7)(C) - Charging Party

Jessica Marrero, jlm@kullmanlaw.com - Charged Party / Respondent

The following errors were found during the issuance process:

No errors were found during the issuance check.

Issuance Process completed in: 1:30 PM



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
OFFICE OF THE GENERAL COUNSEL
Washington, DC 20570

February 18, 2021

JEFFREY J. HEPWORTH, ESQ.
J. GRADY HEPWORTH, ESQ
HEPWORTH LAW OFFICES
PO BOX 2815
BOISE, ID 83701-2815

Re: Xerox Corporation
Case 27-CA-268790

Dear Mr. Hepworth:

We have received your appeal and accompanying material. We will assign it for processing in accordance with Agency procedures, which include review of the investigatory file and your appeal in light of current Board law. We will notify you by email, if an email address is provided, and all other involved parties as soon as possible of our decision.

Sincerely,

Peter Sung Ohr
Acting General Counsel

A handwritten signature in dark ink, which appears to read "Mark E. Arbesfeld", is written over a light gray rectangular background.

By: _____

Mark E. Arbesfeld, Director
Office of Appeals

cc: PAULA S. SAWYER
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS
BOARD
BYRON ROGERS FEDERAL OFFICE
BLDG.
1961 STOUT ST STE 13-103
DENVER, CO 80294

(b) (6), (b) (7)(C)

A large black rectangular redaction box covers the bottom right portion of the document, obscuring any text that might have been present.

JESSICA L. MARRERO, ESQ.
THE KULLMAN FIRM
1100 POYDRAS ST STE 1600
NEW ORLEANS, LA 70163-1600

XEROX CORPORATION
800 PHILLIPS RD
WEBSTER, NY 14580

kh



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
OFFICE OF THE GENERAL COUNSEL
Washington, DC 20570

February 26, 2021

JEFFREY J. HEPWORTH, ESQ.
J. GRADY HEPWORTH, ESQ
HEPWORTH LAW OFFICES
PO BOX 2815
BOISE, ID 83701-2815

Re: Xerox Corporation
Case 27-CA-268790

Dear Mr. Hepworth:

Your appeal from the Regional Director's refusal to issue complaint has been carefully considered. The appeal is denied substantially for the reasons in the Regional Director's letter of February 4, 2021.


The National Labor Relations Act (Act) specifically excludes supervisors from its definition of employees. Individuals are supervisors within the meaning of the Act if: (1) they possess the authority to engage in any supervisory functions listed in Section 2(11) including the authority to, among other things, assign, reward, or discipline other employees, or the responsibility to direct them; (2) their exercise of authority requires independent judgment; and (3) that authority is held in the interest of the employer. *NLRB v. Kentucky River Cmty. Care*, 532 U.S. 706, 713 (2001); *see also Oakwood Healthcare, Inc.*, 348 NLRB 686 (2006); *Croft Metals, Inc.*, 348 NLRB 717 (2006). In the instant case, the Charging Party had the authority to engage in not just one, but several functions listed in Section 2(11), including exercising independent judgment in hiring. Therefore, making (b) (6), (b) a Section 2(11) supervisor.

Contrary to your contention on appeal, the discharge of a supervisor for engaging in union or concerted activities is lawful, even where a supervisor's discharge would have an "incidental or secondary effect" on employees' Section 7 rights. *Parker-Robb Chevrolet*, 262 NLRB 402 (1982). The Board carved out four exceptions to the general holding that a supervisor's discharge is not unlawful under the Act. *See, e.g., Advertiser's Manufacturing Co.*, 280 NLRB 1185 (1986). None of these exceptions is present in the instant case.

Accordingly, further proceedings are unwarranted.

Sincerely,

Peter Sung Ohr
Acting General Counsel

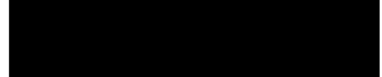


By:

Mark E. Arbesfeld, Director
Office of Appeals

cc: PAULA S. SAWYER
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS
BOARD
BYRON ROGERS FEDERAL OFFICE
BLDG.
1961 STOUT ST STE 13-103
DENVER, CO 80294

(b) (6), (b) (7)(C)



JESSICA L. MARRERO, ESQ.
THE KULLMAN FIRM
1100 POYDRAS ST STE 1600
NEW ORLEANS, LA 70163-1600

XEROX CORPORATION
800 PHILLIPS RD
WEBSTER, NY 14580

kh

From: Scaffidi, Stephanie
Sent: Friday, March 5, 2021 1:18 PM
To: Jessica Marrero
Subject: RE: Xerox Corporation, 27-CA-268790 / NLRB - (b) (6), (b) (7)(C)

Hi Jessica,

The charge was dismissed on 2/4/21. We sent you confirmation via email. The Charging Party appealed the dismissal on about 2/16/21. The Office of Appeals denied the appeal on 2/26/21. We consider the matter closed as of that date.

Stephanie

From: Jessica Marrero <JLM@kullmanlaw.com>
Sent: Friday, March 5, 2021 8:20 AM
To: Scaffidi, Stephanie <Stephanie.Scaffidi@nrlb.gov>
Subject: RE: Xerox Corporation, 27-CA-268790 / NLRB - (b) (6), (b) (7)(C)

Hi Stephanie –

I just wanted to touch base on the status of the complaint. Please let me know if you need any additional information.

Many thanks,
Jess

Jessica L. Marrero, Esq.
THE KULLMAN FIRM
Direct Dial: 504-596-4137 | F: 504-596-4114
JLM@KullmanLaw.com

From: Jessica Marrero
Sent: Thursday, February 4, 2021 10:56 AM
To: Scaffidi, Stephanie <Stephanie.Scaffidi@nrlb.gov>
Subject: RE: Xerox Corporation, 27-CA-268790 / NLRB - (b) (6), (b) (7)(C)

Dear Stephanie –

Apologies for the delayed response. I have been out of the office and just returned today.

(b) (6), (b) (7)(C) evaluation of (b) (6) direct reports' performance impacted the terms and conditions of their employment, including wage increases and bonuses. In support of this position, I have attached relevant documents from Xerox's Manager Toolkit that explain the responsibilities and expectations of a Xerox Manager, which include coaching, performance management, and setting pay rates and rewards.

In addition, I have attached meeting minutes drafted by (b) (6), (b) (7)(C) in which (b) (6) acknowledges (b) (6) manager status as well as (b) (6) authority to hire channel employees and (b) (6), (b) (7)(C) knowledge of the compensation structures associated with such employees.

I trust that the attached documentation sufficiently evidences (b) (6), (b) (7)(C) role as a supervisor. However, should you require any additional information, please let me know.

With kind regards,

Jessica L. Marrero, Esq.

THE KULLMAN FIRM

Direct Dial: 504-596-4137 | F: 504-596-4114

JLM@KullmanLaw.com

From: Scaffidi, Stephanie <Stephanie.Scaffidi@nrlb.gov>

Sent: Monday, January 25, 2021 10:56 AM

To: Jessica Marrero <JLM@kullmanlaw.com>

Subject: RE: Xerox Corporation, 27-CA-268790 / NLRB - (b) (6), (b) (7)(C)

Thank you for this.

Can you tell me what impact performance evaluations have on terms and conditions of employment? For instance, are they relied upon for issuing wage increases or bonuses?

Stephanie

From: Jessica Marrero <JLM@kullmanlaw.com>

Sent: Friday, January 22, 2021 1:43 PM

To: Scaffidi, Stephanie <Stephanie.Scaffidi@nrlb.gov>

Cc: Jessica A Johnston <jaj@kullmanlaw.com>

Subject: RE: Xerox Corporation, 27-CA-268790 / NLRB - (b) (6), (b) (7)(C)

Dear Stephanie –

Attached please find the requested information concerning (b) (6), (b) (7)(C) position as a supervisory employee. Should you have any additional questions, please let me know.

Many thanks, and have a nice weekend!

Jess

Jessica L. Marrero, Esq.

THE KULLMAN FIRM

Direct Dial: 504-596-4137 | F: 504-596-4114

JLM@KullmanLaw.com

From: Scaffidi, Stephanie <Stephanie.Scaffidi@nrlb.gov>

Sent: Tuesday, January 19, 2021 11:55 AM

To: Jessica Marrero <JLM@kullmanlaw.com>

Subject: RE: Xerox Corporation, 27-CA-268790 / NLRB - (b) (6), (b) (7)(C)

An extension of until 1/22/21 is approved.

Stephanie

From: Jessica Marrero <JLM@kullmanlaw.com>
Sent: Monday, January 18, 2021 8:30 AM
To: Scaffidi, Stephanie <Stephanie.Scaffidi@nrlb.gov>
Subject: RE: Xerox Corporation, 27-CA-268790 / NLRB - (b) (6), (b) (7)(C)

Good morning, Stephanie –

It is Xerox's position that (b) (6), (b) (7)(C) was a statutory supervisor / managerial employee. At the time of his separation, (b) (6), (b) (7)(C) had (b) (6), (b) (7)(C) employees who reported directly to (b) (6), (b) (7)(C). However, Xerox is still working on compiling the documents that you requested below.

To that end, would you please provide a brief extension until Friday, Jan. 22 to submit the documents in support of (b) (6), (b) (7)(C) status? Should you have any questions or concerns, please feel free to call me on my direct line.

Many thanks for your consideration,

Jessica L. Marrero, Esq.
THE KULLMAN FIRM
Direct Dial: 504-596-4137 | F: 504-596-4114
JLM@KullmanLaw.com

From: Scaffidi, Stephanie <Stephanie.Scaffidi@nrlb.gov>
Sent: Monday, January 11, 2021 3:13 PM
To: Jessica Marrero <JLM@kullmanlaw.com>
Subject: RE: Xerox Corporation, 27-CA-268790 / NLRB - (b) (6), (b) (7)(C)

Jessica,

Thank you for forwarding the fax confirmation of your notice of appearance. We are looking into why it was not routed to me or uploaded into the case file.

As I explained, I am investigating the Charging Party's status at the time (b) (6), (b) (7)(C) was discharged from Xerox Corporation (Employer). (b) (6), (b) (7)(C) title at the time of (b) (6), (b) (7)(C) discharge was (b) (6), (b) (7)(C), also referred to as (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) title, though not dispositive, suggests that (b) (6), (b) (7)(C) was a statutory supervisor or managerial employee. The NLRA defines supervisors as:

The term "supervisor" means any individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

Additionally, Board policy has defined managers as:

“Managerial employees” are defined as employees who formulate and effectuate high-level employer policies or “who have discretion in the performance of their jobs independent of their employer’s established policy.” *Republican Co.*, 361 NLRB No. 15, slip op. at 3 (2014) (quoting *General Dynamics Corp.*, 213 NLRB 851, 857 (1974)); see also *Wolf Creek Nuclear Operating Corp.*, 364 NLRB No. 111, slip op. at 3 (2016); *Tops Club, Inc.*, 238 NLRB 928, 928 fn. 2 (1978) (quoting *Bell Aerospace*, 219 NLRB 384, 385 (1975), on remand from the Supreme Court’s decision 416 U.S. 267 (1974)). The decisions must be made on behalf of the employer. *Allstate Insurance Co.*, 332 NLRB 759, 762 (2000); see also section 17-512.

Before I solicit a response on the merits of the charge allegations, it is necessary to resolve the Charging Party’s status and determine whether (b) (6) was a statutory employee. Accordingly, I am requesting the Employer’s position on the Charging Party’s status at the time of (b) (6) discharge. Please submit a copy of (b) (6) job description and any other documents that shed light on (b) (6) duties and authorities, including (b) (6) hiring authority, if any; discipline (b) (6) might have issued; performance improvement plans (b) (6) might have implemented; employee evaluations (b) (6) might have drafted and how those evaluations impact employee terms and conditions of employment, etc.

I request a response by 1/18/21. Feel free to reach out to me with any questions.

Stephanie Stroup Scaffidi

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From: Jessica Marrero <JLM@kullmanlaw.com>
Sent: Monday, January 11, 2021 1:42 PM
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Subject: Xerox Corporation, 27-CA-268790 / NLRB - (b) (6), (b) (7)(C)

Hi Stephanie –

It was a pleasure speaking with you. Attached please find the notice of appearance with the fax verification page.

Please let me know if you need any additional information.

Thanks!

Jessica L. Marrero, Esq.

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